REQUEST FOR PROPOSAL NO. 0421 – 08

"Alabama Department of Corrections Mental Health Services"

Alabama Department of Corrections
Office of the Commissioner
301 South Ripley Street
Montgomery, AL 36104

April 25, 2008

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REQUEST FOR PROPOSAL

"Alabama Department of Corrections Mental Health Services"

INFORMATION FOR SUBMITTING PROPOSALS

Requesting Agency

The Alabama Department of Corrections is requesting proposals from responsible Vendors to fill the State's needs as outlined herein. Please read the entire solicitation package and submit your proposal in accordance with all requirements.

Project Title

ADOC Mental Health Services - Request for Proposal (RFP)

Summary Description of Supplies and Services

Mental Health Care Services for the Alabama Department of Corrections.

Pre-Bid Conference

Date and Time:	May 5, 2008, 10:00 AM
Place:	Criminal Justice Building – Alabama Department of Corrections 301 South Ripley Street, Montgomery, AL 36104

Vendors will be received at 9:45 AM in the first level lobby by ADOC Office of Health Services staff. Representatives of vendor will be escorted to Pre-bid Conference room at 10:00 AM. The availability of parking is limited. There is on-going construction nearby. Participants are encouraged to allow extra time for parking and walking to the Criminal Justice Building.

Send Proposals To

Alabama Department of Corrections
Commissioner's Office
Attn: Dr. Ron Cavanaugh
Director of Treatment
301 South Ripley Street
Montgomery, Alabama 36104

Submission of Proposal

Deadline for receipt of Vendor's proposal is June 6, 2008, at 4:00 p.m.

SECTION I

INTRODUCTION

The Department of Corrections (ADOC), an agency of the State of Alabama, solicits proposals for a Vendor to manage and deliver a system that will provide constitutionally adequate mental health care to identified inmates in the State penal institutions of Alabama. Mental Health Services encompasses all levels of care to include a full range of psychiatric and psychological treatments, procedures, and programs.

Each sealed, notarized proposal must be accompanied by a Guarantee or Bid Bond payable to the State of Alabama consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Alabama in the amount of one-hundred fifty thousand dollars ($150,000.00) as a guarantee of good faith and firm proposal for one-hundred and twenty (120) days. The Commissioner of the Department of Corrections, or his designee, will be the custodian. Proposals not accompanied by this guarantee will not be considered. Proposals must be delivered between 8:00 a.m. and 4:00 p.m. on June 6, 2008, to the Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, AL 36104. Parcels or packages containing proposals must be clearly marked as containing "RFP for Mental Health Services NO. 0421-08."

Vendor may mail or hand deliver proposals, including amendments, but the ADOC must actually receive them as specified. It will not be sufficient to show that Vendor mailed or commenced hand delivery of the response before the scheduled closing time for receipt of proposals. All times are State of Alabama local times. Computer, fax, or other electronic submissions are not allowed and will not be accepted. Proposals arriving after the deadline date will not be considered.

1.1 Tour of Facilities

The Alabama Department of Corrections has established a tour schedule for Vendors interested in submitting proposals for mental health services in response to the RFP. Site visits have been scheduled for May 6 – 7, 2008, and are mandatory. A complete tour and travel schedule has been included in Appendix C. Any Vendor that does not have a representative on the tours will not be eligible to submit a proposal. No individual or special tours will be given. Vendors are responsible for their own meals, transportation, and lodging. Vendors will only be allowed to tour the designated mental health areas of a facility, such as the health care unit, infirmary, mental health ward, and/or intake unit. Vendors will be limited to two representatives during an institutional tour. Any questions should be directed to Dr. Ronald Cavanaugh, Director of Treatment, Alabama Department of Corrections, 301 South Ripley Street, Montgomery, Alabama 36104 or ron.cavanaugh@doc.alabama.gov with a carbon copy (cc:) to Ruth Naglich, Associate Commissioner Health Services at ruth.naglich@doc.alabama.gov

Vendors will be allowed to visibly inspect the work area to become familiar with the scope of work and services requested. Submission of a proposal will be deemed conclusive evidence that such an inspection has been made.

1.2 Proposal Presentation

Each qualified Vendor who is deemed compliant with the RFP response process will be provided a 90-minute session to present their proposal. Time should be allotted by Vendor to accommodate a 45-minute ADOC question and answer period as part of their presentation. Vendors will not exceed six individual representatives at their presentation. Proposal presentations have been scheduled for June 16, 17, and 18, 2008, in the ADOC Media Room at 301 South Ripley Street, Montgomery, AL 36104. The presentation and written proposal will identify the total cost of Vendor's program proposed in response to the specifications of this RFP. Consideration will also be given to Vendor's qualifications, expertise in the field, and methods of determining costs involved. The total cost will include population changes or fluctuations during the term of the contract. The cost per capita will be identical to the contract price per capita for that given year. The successful Vendor will work with the ADOC in projecting mental health physical plant and equipment needs for any new facility, but the ADOC will be responsible for initially equipping any new future facility.

1.3 Opening Date

Vendors' proposals will be opened on June 9, 2008, at 4:00 PM in the ADOC Media Room at 301 South Ripley Street, Montgomery, AL 36104.

1.4 Cost Proposal

Prices must be quoted on the enclosed price sheet (Appendix B). Prices will be firm for the time period indicated or as otherwise agreed by the ADOC and Vendor(s).

1.5 Contract Term

The contract is for a period of three years with options for both parties to extend the contract for a fourth and fifth year. Both parties must affirmatively exercise the option for the fourth year no later than six months prior to the expiration of the third year of the basic contract. The option to extend the fifth year must be affirmatively exercised by both parties no later than six months prior to the expiration of the fourth year of the contract.

All extensions will be dependent upon the provision of necessary appropriations by the Alabama Legislature on an annual basis. Vendor will assume responsibility for providing Mental Health Care Services beginning at 12:01 AM, November 3, 2008, or at such other day as the parties may mutually agree. Successful Vendor will have the system fully implemented and operational within sixty (60) days of assuming the contract. Failure on the part of Vendor to fully implement the delivery of mental health services within ninety (90) days will result in performance penalties as outlined in Section VII of the RFP.

1.6 Entire Agreement

Upon acceptance of Vendor's proposal by the ADOC, the parties will execute a formal contract, in writing, and duly signed by the proper parties thereto, subject to review by the Legislative Contract Review Committee and the approval of the Governor of the State of Alabama.

1.7 Form and Content of Proposals

One original paper or hard copy and seven computer compact discs (CD) containing computerized copies of the original proposal are required. Copies of all documents of the original copy must be included and accessible on the CD copies. These computer disc copies are to include scanned copies of bonds, insurance certificates, notarized required documents and all appendices included as part of the original bid proposal. Individual copies contained on CD must be placed in a file sleeve or case and properly labeled on the outside of the case with Vendor's name, proposal opening date, and RFP number. This same information shall be placed on the actual CD. Documentation must be scanned and/or saved into an Adobe Reader PDF file that allows for search/find function when viewing the document. Failure to submit the required number of copies in this requested format may prevent a Vendor's proposal from being evaluated within the allotted time. An authorized representative must sign the original proposal with any changes made in ink in all required places. The proposal must address all requirements of this RFP and provide all information requested. Failure to comply with the requirements of the RFP in the proposal response may result in the disqualification of Vendor's proposal/bid. Vendor shall identify those portions of their proposal which they deem confidential in nature and not for public release. All pricing proposals will be considered public documents.

RFP number, proposal opening date, and time must be on the outside front lower left corner of the sealed envelope/package containing the proposal. Each original proposal must include original signature and notarization on enclosed Vendor Authorization Form to Submit Proposal (Appendix A) and must be returned with bid. Proposals submitted on reduced and/or mutilated forms will be rejected. Proposals submitted by "Express/Overnight" services must be in a separate inner envelope/package, sealed, and identified as stated above.

Properly identified proposals will be securely kept and will remain unopened until time of proposal opening on June 9, 2008. The ADOC does not accept responsibility for the premature openings of a proposal not properly identified or the late arrival of a proposal for whatever reason.

At the scheduled place and date for the proposal opening (or as soon thereafter as is applicable) prices will be made public for information of interested respondents who may be present either in person or by representative. Such information is not to be construed as meaning any Vendor meets all specifications as set out in the proposal.

1.8 Request to Modify or Withdraw Offer

Vendor may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to (or Withdrawal of) Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

1.9 Suspected Errors/Clarification

If a Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must immediately notify in writing the Associate Commissioner of Health Services at the above stated address. The ADOC will issue written instructions if appropriate.

If a Vendor considers any part of the RFP unclear, that Vender is expected to make a written request for clarification, prior to the submission of the proposal. The ADOC will respond in writing, or by e-mail, to all such requests. In the ADOC response, the ADOC will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible Vendors. Deadline for receiving questions is 5:00 PM on May 15, 2008.

If changes in the RFP become necessary, an addendum will be mailed to all eligible parties.

1.10 Proposal Firm Time

The proposal will remain firm and unaltered after opening for one-hundred and twenty (120) days after the Proposal due date or until the ADOC signs a contract with another Vendor, whichever is earlier. The ADOC may accept Vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

1.11 Security

Vendor must provide official documentation from a bonding or surety company that it has the ability to provide a Performance Guarantee or Bond in the amount of one million dollars ($1,000,000) within ten (10) days of acceptance of the Proposal. Security will be in the form of a formal bond or other form acceptable to the ADOC. Letters of guarantee from a parent company or subsidiary will not be an acceptable form of a performance guarantee. The performance bond will remain in force from November 3, 2008, through the end of the initial contract and any subsequent contract renewal terms. A breach of the contract by Vendor will cause the performance guarantee to become payable to the State of Alabama. The Alabama Department of Corrections will be the custodian of the performance bond/guarantee. The performance guarantee is predicated upon the condition of verified services rendered by Vendor regarding the fulfillment of all contractual obligations. A good faith effort has been made by the Alabama Department of Corrections to list all functions and/or services required for the fulfillment of the contract in the provision of inmate mental health services. This in no way

relieves Vendor from the obligation to furnish all personnel, services, and equipment required in meeting the needs of the ADOC for proper and professional implementation of the contract.

1.12 Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in Section III. Upon the ADOC selecting a Vendor's proposal for contract negotiations, the ADOC will send Vendor a written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as the ADOC signs a contract or determines negotiations with Vendor have failed. Receipt or posting of a notice of award is not equivalent to a contract with the ADOC.

1.13 Responsibility to Read and Understand

By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be the basis for any claim for additional compensation.

1.14 Contract Negotiations

The selected Vendor may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If agreement cannot be reached to the satisfaction of the ADOC, the Department may reject Vendor's proposal or revoke the selection and begin negotiations with another Vendor. Any proposed changes as well as the final contract must be approved and signed by the appropriately authorized State and ADOC official(s).

1.15 Commencement of Work

If Vendor begins any billable work prior to final approval by the ADOC and execution of a contract, Vendor does so at its own risk.

1.16 Vendor Contact

The ADOC will consider the person who signs Vendor's proposal to be the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

1.17 Reservations

The ADOC reserves the right to reject all proposals; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on Vendor no right to a selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the

ADOC with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC.

1.18 Cost of Preparation

The ADOC is not responsible for and will not pay any costs associated with the preparation and submission of Vendor's proposal, regardless of whether or not selected for negotiations.

1.19 Vendor Services

The services of Vendor will encompass all duties required in the management of a system to deliver mental health care to inmates assigned to the Alabama Department of Corrections. Vendor will develop and implement an overall mental health care system for inmates assigned, but not limited to, the following facilities:

ADOC Correctional Facilities:

Bibb CF
565 Bibb Lane
Brent, AL 35034-4040

Bullock CF
P.O. Box 5107
Union Springs, AL 36089-5107

Donaldson CF
100 Warrior Lane
Bessemer, AL 35023-7299

Draper CF
P.O. Box 1107
Elmore, AL 36025

Easterling CF
200 Wallace Drive
Clio, AL 36017-2615

Elmore CF
P.O. Box 8
Elmore, AL 36025

Fountain CF
Fountain 3800
Atmore, AL 36503

Frank Lee Youth Center
P.O. Box 220410
Deatsville, AL 36022

Hamilton Aged & Infirmed
223 Sasser Drive
Hamilton, AL 35570-1568

Holman CF
Holman 3700
Atmore, AL 36503-3700

J. O. Davis CF
Fountain 4000
Atmore, AL 36503-4000

Kilby CF
P.O. Box 150
Mt. Meigs, AL 36057

Limestone CF
28779 Nick Davis Road
Harvest, AL 35749-7009

Montgomery Women's Facility
P.O. Box 75
Mt. Meigs, AL 36057

St. Clair CF
1000 St. Clair Road
Springville, AL 35146-9790

Staton CF
P.O. Box 56
Elmore, AL 36025

Tutwiler Prison for Women
8966 US Hwy 231 N
Wetumpka, AL 36092

Tutwiler Annex
8966 US Hwy 231 N
Wetumpka, AL 36092

Ventress CF
P.O. Box 767
Clayton, AL 36016-0767

ADOC Work Release/Community Based Facilities:

Alexander City WR
P.O. Drawer 160
Alexander City, Alabama 35011

Atmore CBF
9947 Hwy 21 N
Atmore, AL 36503

Birmingham WR
1216 North 25th Street
Birmingham, Alabama 35234-3196

Camden WR
1780 Hwy 221
Camden, AL 36726

Childersburg WR
P.O. Box 368
Childersburg, AL 35044-0368

Decatur WR
1401 Hwy 20 W
Decatur, AL 35601

Elba WR
P.O. Box 710
Elba, AL 36323

Hamilton WR
1826 Bexar Ave East
Hamilton, AL 35570

Loxley WR
P.O. Box 1030
Loxley, AL 36511-1030

Mobile WR
P.O. Box 13150
Eight Mile, AL 36663-0150

Red Eagle Honor Farm
1290 Red Eagle Road
Montgomery, AL 36110

The following major facilities provide mental health coverage to respective work release centers:

Major Facility	Work Release Center
1. Donaldson CF	Birmingham WR
2. Fountain CF	Atmore WR Camden WR J. O. Davis Loxley WR Mobile WR
3. Hamilton A&I	Hamilton WR
4. Kilby CF	Alex City WR Elba WR Montgomery Women's Facility Red Eagle Honor Farm
5. Limestone CF	Decatur WR
6. St. Clair CF	Childersburg WR
7. Tutwiler PFW	Tutwiler Annex

Other Facilities Housing ADOC Inmates:

Clay County Jail
41771 Hwy 77
Ashland, AL 36251

Columbia Care Center
7901 Farrow Road
Columbia, SC 2903

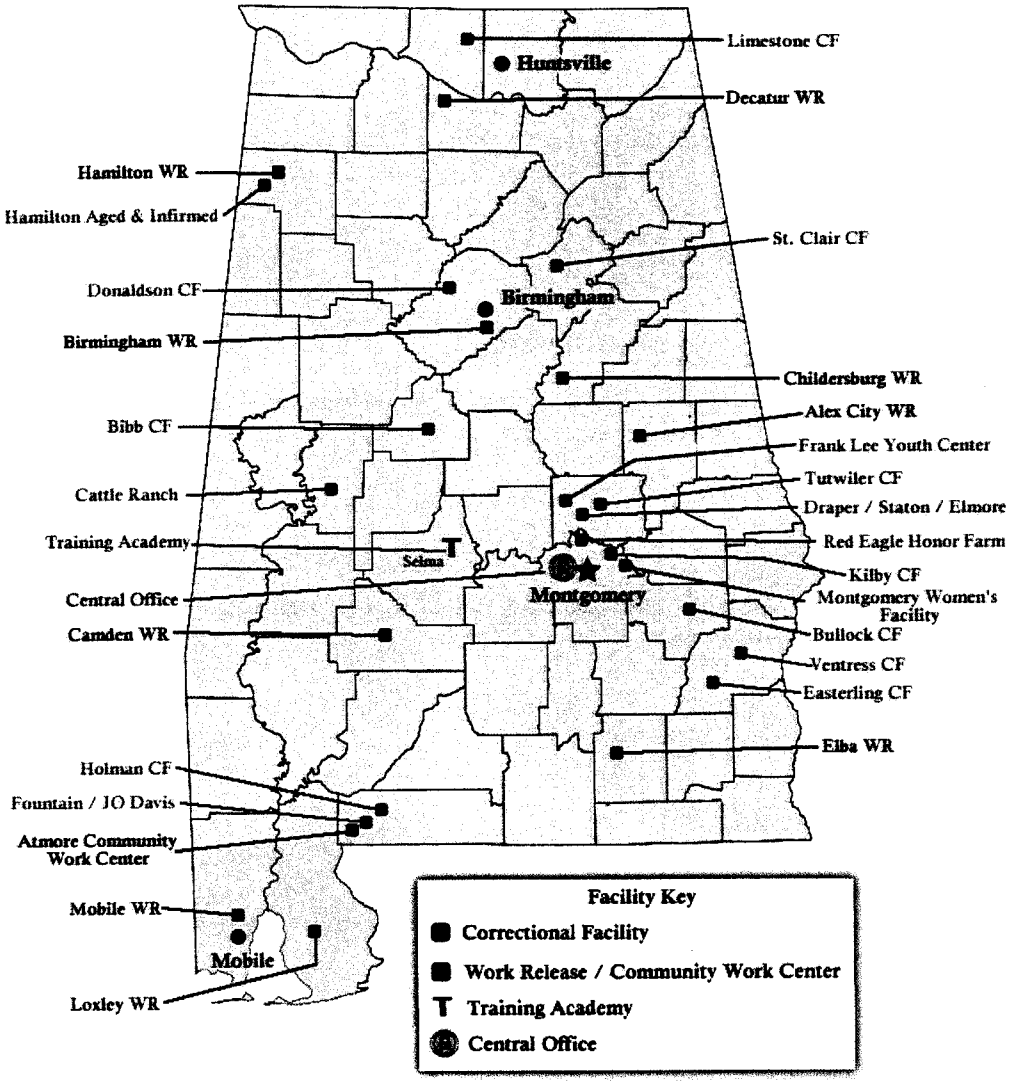
Alabama Therapeutic Education Facility
102 Industrial Parkway
Columbiana, AL 35051

Intersystem Institutional Transfers

Prior to transfer, Vendor will be required to provide a mental health screening on all inmates scheduled for assignment to one of the above listed "other facilities." Inmates returned to any major facility with assigned mental health staff, Monday through Friday, will have a mental health transfer screening completed within twelve (12) hours, not to exceed sixty-four (64) hours from any Friday to Monday, upon notification by Security that the inmate has returned.

End Section I

DOC Facility Map



SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

a) By signing the proposal, Vendor agrees to be bound by all terms and conditions of the Request for Proposal. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal. A Vendor may be deemed non-responsive by the ADOC if its proposal contains exceptions to the terms and specifications of the RFP.

b) This agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. No modification or amendment to this agreement will be binding upon the parties unless the same is in writing and signed by the respective parties thereto.

c) Any resulting contract will be a firm fixed-price contract, and the contract price established at award will constitute the total amount payable to Vendor to perform the Scope of Work set forth in the contract.

d) All Vendor proposals will remain firm and unaltered for one-hundred and twenty (120) days after the proposal due date shown or until the contract is fully executed with another Vendor, whichever is earlier. An exception to the criterion will be Vendor engaged in contract negotiations after pre-award notification will be allowed to make Vendor proposal modification(s) only in accordance with a request by the ADOC.

e) Any alternate proposal submitted by Vendor (receiving pre-award notice), that in the opinion of the ADOC best satisfies the Department's requirements, may be considered and substituted for Vendor's initial proposal, either in whole or in part.

f) The ADOC reserves the right to modify the requirements of the proposal or awarded contract requirements by: 1) changing the Scope of Work, deliverables, services, or time frames; 2) adding or deleting tasks/services to be performed; and/or 3) any other modification deemed necessary by the ADOC. Any changes in Vendor's proposed program or pricing in response to an ADOC request are subject to acceptance by the ADOC. Notwithstanding any other provision of this RFP, the ADOC reserves the right to split the award into multiple contracts for portions of the services set forth herein.

g) In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the Department, a Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from Vendors who submitted a proposal, or the ADOC may open the process to re-procurement based upon the new specifications.

h) All information submitted pursuant to the RFP may be subject to the Open Records Act. Any information submitted with a proposal, including cost, price, and other information (whether or not marked as proprietary or confidential), that is made part of the contract, is subject to release in accordance with the Open Records Act and/or applicable law.

i) Only the final results of the ADOC and ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open.

j) The successful Vendor, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Assignments for subcontracting may be allowable but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any subcontractor providing services required in the RFP or in the awarded contract will meet or exceed the requirements set forth in the RFP.

k) Vendors may be asked to submit further financial information to prove financial responsibility. Financial documents will be kept confidential unless otherwise required by law.

l) All terms of the RFP, Vendor's responses to the RFP, and all schedules and attachments will be incorporated and referenced as part of the awarded contract.

2.2 Other General Terms

a) The executed contract and any renewals thereof are subject to the appropriation of funds or funds made available to the ADOC to fulfill the contract obligations.

b) No interpretation of any provision of the contract resulting from this RFP, including applicable specifications, are binding on the ADOC unless furnished or agreed to in writing by the ADOC.

c) Any and all personnel of Vendor may be subject to a background investigation conducted by the ADOC as a requisite for initial and/or continued employment.

d) Vendor's provision of services must comply with the standards of the American Psychological Association (APA), American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), and other standards as may be defined in Administrative Regulations, Directives, and/or Policies and Procedures of the ADOC.

e) If any requirement of the RFP exceeds the standards of the APA, ACA, NCCHC, or standards or requirements defined in the Policies and Procedures of the ADOC, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract or through a subsequent written mutual agreement, signed by the authorized representatives of Vendor and the ADOC.

f) Vendor will provide the ADOC with a copy of its subcontract agreements upon request and provide a copy of professional or service agreements within thirty (30) days of the initiation of services. Vendor is responsible for all dealings with its subcontractors and will answer all questions posed by the ADOC regarding them or their work.

g) The ADOC will not be bound to any terms and conditions included in any Vendor or subcontractor agreements or contractual documents. No condition in a subcontractor agreement in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way affect Vendor's obligations under the awarded contract.

h) Vendor will notify and consult with the ADOC prior to discharging, removing, or failing to renew the contract of professional staff, or subcontracted vendors.

i) Vendor will, at all times, maintain the staff required by the RFP. Should Vendor at any time: 1) refuse or neglect to supply adequate and competent supervision, or sufficiently and properly skill/trained/licensed personnel; 2) fail to provide equipment/drugs of proper quality or quantity; 3) fail to perform services according to the specifications required in the RFP; 4) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or 5) fail in the performance of any agreement contained in the awarded contract, the ADOC will have the option, after forty-eight (48) hours written notice to Vendor, or by posting in some conspicuous space on-the-job site, to take any one or more of the following actions:

   1) Withhold any monies then or next due to Vendor;
   2) Provide such materials, supplies, equipment, and labor as may be necessary to complete said work. Bring the rendition of services up to the specification and standards required in the RFP or awarded contract. Pay for same, and deduct the amount so paid from any money then or thereafter due Vendor;
   3) Assess Performance penalties; or
   4) Terminate the Contract.

j) All work products originated or prepared by Vendor and delivered to the ADOC pursuant to the RFP are, or will be, the exclusive property of the ADOC.

k) All documents, materials, or data developed as a result of work under the awarded contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Vendor's work under the awarded contract. The ADOC may use this information for its own purposes. Vendor is required to have the rights to utilize any documents, materials, or data provided by Vendor to fulfill requirements of the RFP. Vendor will keep confidential all documents, materials, and data prepared or developed by Vendor or supplied by the ADOC.

l) Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC.

m) Licensed materials, used as a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to the Licensors. Vendor will be responsible for the supervision, management, operation, and control of materials licensed to the ADOC. Vendor will fulfill all obligations required of the ADOC as well as for Vendor under the ADOC licensure agreements as part of the RFP. Upon termination of the awarded contract or termination of any ADOC License Agreement, Vendor will return any licensed material and documentation required by the Licensor and will certify in writing that such obligation has been fulfilled, if required by Licensor or the ADOC.

n) Vendor will be an independent Contractor. Vendor, its agents, subcontractors, and/or employees, will not be considered to be an agent, distributor, or representative of the ADOC. Further, neither Vendor nor any employees of Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the Alabama Department of Corrections.

2.3 Disputes

For any and all disputes arising under or relating to the awarded contract, the ADOC and successful Vendor, herein referred to as "parties," shall work together in good faith to resolve the dispute. The parties agree, in compliance with the recommendation of the Governor and the Attorney General of the State of Alabama, when considering the settlement of such disputes, to utilize appropriate forms of non-binding dispute resolution, including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or, where appropriate, private mediators. As a result, in the event the parties cannot resolve their dispute, either party shall have the right to request mediation ("Mediation Request") by a neutral and/or disinterested third-party (the "Mediator") who shall, at a minimum, be an attorney licensed to practice law in the State of Alabama at the time of such request.

2.4 Term and Renewals

The length of any contract, including any renewals, may not exceed five (5) years. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at Vendor's option.

2.5 Termination for Convenience

If the ADOC terminates for convenience, the ADOC, upon verification of services rendered, will pay Vendor for supplies and services satisfactorily provided and authorized expenses incurred up to the time of termination.

2.6 Billing

a) Vendor will submit a detailed invoice to the ADOC. This detail may include listing all services billed by date, hours worked, expenses, and Taxpayer Identification Number. By submitting an invoice, Vendor certifies that the supplies and services have met all of the required standards set forth in the contract and amount billed and expenses incurred are as allowed in the contract.

b) Payments for proper performance of services will be commensurate with the scheduled progress of the work and will be made upon receipt of a detailed invoice for payment and proper receiving authorization from the ADOC. The invoice will certify that Vendor will be paid on a monthly basis after services have been delivered.

c) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.

d) Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.

e) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach. The State has not historically delayed payments at the beginning of the fiscal year, however, such a circumstance will not constitute a breach by the ADOC.

f) The ADOC will not be liable for payment associated with supplies provided, services performed, or expenses for those supplies and services incurred prior to the beginning of the term of the contract.

g) The approved invoice amount will be paid less any designated withholdings associated with performance penalties or staffing paybacks and previous partial payments. Final payment will be made upon determination by the ADOC that all requirements under the contract have been completed, which determination will not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of Vendor's records as provided for in the contract.

h) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the contract or order. This may include prorating payments that extend beyond the end of the fiscal year for the ADOC.

2.7 Availability of Appropriations

The ADOC will use its best efforts to secure sufficient appropriations to fund the contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The ADOC will give Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Vendor's obligation to perform will cease upon receipt of the notice.

2.8 Consultation

Vendor will consult with and keep the ADOC fully informed as to the progress of all matters covered by the contract. Vendor will provide the ADOC the opportunity to review relevant documents prior to filing with any public body or adversarial party. Vendor will promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the contract. Upon request, Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.

2.9 Performance Reviews

The ADOC will conduct scheduled and non-scheduled performance reviews of Vendor's performance under the contract. Any professional service performed under the contract is subject to a post performance review. Vendor will cooperate with the ADOC in this review, which may require that Vendor provide records of its performance and billing. Vendor will provide any required information within thirty (30) days of the request by the ADOC. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with Vendor.

2.10 Audit/Retention of Records

Vendor and its subcontractors will maintain books and records related to performance of the contract or subcontract as necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practice. Vendor will maintain these books and records for a minimum of three years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Vendor, or subcontractor, the ADOC will adjust future or final payments otherwise due. If not, payments are due and owing to Vendor, or if the overpayment exceeds the amount otherwise due, Vendor will immediately refund all amounts which may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of

any funds paid by the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.

2.11 Schedule of Work

Any work performed on State premises will be done during the hours designated by the ADOC and will, in any event, be performed so as to minimize inconvenience to the ADOC and its personnel, and minimize interference with the operations of the ADOC.

2.12 Independent Contractor

Vendor will be an independent Contractor. Supplies provided and/or services performed pursuant to the contract are not rendered as an employee of the ADOC or of the State of Alabama. Amounts paid pursuant to the contract do not constitute compensation paid to an employee.

2.13 Responsibility for Agents and Employees

Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and subcontractors, in their performance of Vendor's duties under the contract. Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event the ADOC determines any individual performing services for Vendor hereunder is not providing such skilled services, the ADOC will promptly notify Vendor to replace that individual.

2.14 License

Vendor, or its employees, who would perform services requiring a license, will have and maintain said required licenses. With the consent of the ADOC, Vendor may meet the license requirement through use of a subcontractor.

2.15 Assignment and Subcontracting

a) Vendor may not assign, subcontract, or transfer any interests in the work subject of the contract without the prior written consent of the ADOC. In the event the ADOC gives such consent, the terms and conditions of the contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Vendor is hereby bound and obligated. This includes requiring such parties to submit certificates and disclosures to the ADOC for review and approval.

b) The names and addresses of all subcontractors utilized by Vendor will be listed in an addendum to the contract together with the anticipated amount of money the subcontractor is expected to receive pursuant to the contract.

c) If Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Vendor will not be relieved of its obligations to complete performance. However, the ADOC will have the option to terminate the contract upon written notice to Vendor.

d) The ADOC may transfer the subject matter of the contract or payment responsibility to another State agency after giving written notice to Vendor.

2.16 Maintenance Assurance

Should Vendor discontinue service or maintenance of equipment or software provided under the contract, Vendor will provide to the ADOC adequate documentation and access to specialized or proprietary tools to allow the ADOC or a subcontractor to maintain the equipment or software. This provision will not apply if Vendor makes arrangements for continued service and maintenance through another vendor and at a price acceptable to the ADOC.

2.17 Solicitation and Employment

Vendor will not employ any person employed by the ADOC at any time during the term of the contract to perform any work required by the terms of the contract. As a condition of the contract, Vendor will give notice immediately to the Commissioner of the ADOC if Vendor solicits or intends to solicit for employment any ADOC employees during the term of the contract. The ADOC has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

2.18 Background Check

The ADOC may conduct criminal and driver history background checks on Vendor's officers, employees, or agents who would directly supervise or physically perform the contract requirements at ADOC facilities. Any such officer, employee, or agent deemed unsuitable by the ADOC must be replaced immediately.

2.19 Conflicts of Interest

Vendor covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to the ADOC, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest, or which may conflict in any manner with Vendor's obligations under the contract. Vendor further covenants that it will not employ any person with a conflict to perform under the contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.

End Section II

SECTION III

METHOD OF SELECTION

3.1 Qualifications of Vendor

Vendor will be the sole source of contact for the contract. The ADOC will not subcontract any work under the contract to any other firm and will not deal with any subcontractors with the exception of the following entities:

1. Columbia Care Center
2. Correctional Medical Services, Inc.
3. Community Education Centers, Inc.

Vendor is totally responsible for all actions and work performed by subcontractors. All terms, conditions, and requirement of the contract will apply without qualification to any services performed for goods provided by any subcontractor.

Vendor must have proven ability of contract transition with an orderly and efficient startup. A detailed plan with a proposed timetable is required for implementation and operation of the system. Services must be operating at required capacity within sixty (60) days of the contract start date.

Vendor must be able to mobilize sufficient personnel to meet the deadlines in the RFP. Vendor must include a description of its qualifications and experience in providing the requested or similar services including resumes of proposed personnel assigned to the project stating their education, specialized training, and work experience.

a) Vendor must have a minimum of three (3) years previous experience with proven effectiveness in administering a correctional mental health care program in a single Statewide prison system housing adult offenders with multiple facilities having an inmate population of 10,000 or more.

b) Vendor must demonstrate current experience in providing a standard of care that is in compliance with the American Psychological Association (APA), National Commission on Correctional Health Care (NCCHC), and American Correctional Association (ACA) standards for adult detention facilities.

c) Vendor must possess the ability to provide a system of technical, administrative, financial reporting, legal counsel, and clinical support, as well as professional staff development.

d) Vendor must demonstrate a corporate structure that includes clinical development, technical resource support services, and individual peer review.

e) Vendor must possess recruiting and retention capabilities for all levels of professional and support personnel on a local and national level.

f) Vendor must include a detailed plan of regularly scheduled self-monitoring for contract compliance to include QA, CQI, peer review, and cost utilization.

g) Vendor must demonstrate the ability to respond to court settlement agreements related to mental health services and the ability to achieve and maintain compliance with required specifications.

h) Vendor will provide a full range of mental health services under the supervision of a proven manager experienced in directing a full range of mental health services and programs. When this authority is other than a psychologist, clinical judgment rests with a single, designated, responsible psychiatrist.

3.2 Proposal Format

The following information is required:

Transmittal letter which includes the following statements:

a) Vendor is the prime vendor and identifying all subcontractors.

b) Vendor is a corporation or other legal entity and is registered to do business in the State of Alabama.

c) No attempt has been made or will be made to induce any other person/firm to submit or not to submit a proposal.

d) Vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.

e) Vendor presently has no interest, direct or indirect, that would conflict with the performance of services under the contract and will not employ, in the performance of the contract, any person having a conflict.

f) The person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above-statements.

g) Whether there is a reasonable probability Vendor is or will be associated with any parent, affiliate, or subsidiary service furnishing any supplies or equipment to Vendor that would relate to the performance of the contract. If the statement is in the affirmative, Vendor is required to submit with the proposal written certification and authorization

from the parent, affiliate, or subsidiary organization granting State and/or the Federal Government the right to examine any directly pertinent books, documents, papers, or records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, Vendor will obtain a similar certification and authorization, and failure to do so will constitute grounds for termination of the contract at the option of the ADOC.

h) Vendor agrees that any lost or reduced federal matching funds resulting from unacceptable performance in a vendor task or responsibility defined in the RFP will be accompanied by reductions in State payments to Vendor at the option of the ADOC. Given that federal grant awards to the ADOC may involve services and programs above and beyond the scope of work specified in the contract, the ADOC will not be compelled to share such monies with Vendor.

i) Vendor has not been retained, nor retained a person, to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Vendor for the purpose of security business. For breach of this provision, the ADOC will have the right to reject the proposal, terminate the contract, and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or other benefit.

Vendor will include an overview of its organizational structure and that of any subcontractor. The following points should be addressed:

a) Date established;

b) Governance;

c) Number of personnel, full or part time, assigned to this project by function and job title;

d) Information technology resources at a corporate and regional level that provides the ability to generate accurate operational, clinical, and financial data on a regular basis;

e) Location of the project within Vendor's organization;

f) Relationship of the project to other lines of business and related organizational chart(s);

g) List by name, address, telephone number, and Contract Administrator all correctional facilities where Vendor is currently providing mental health services and the length of time that each contract has been in effect;

h) List by name, address, telephone number, and Contract Administrator all correctional facilities where Vendor has terminated services in the past three (3) years;

i) Submit three (3) references to which Vendor has contracted services that are comparable to the ADOC program. These references will include the name of the firm or other state departments and the name, address, and telephone number of the contact person. Employees and subcontractors of Vendor may not be listed as references or contact persons;

j) Provide a synopsis of past and current lawsuits inclusive of class actions from 2000 through 2007 in which Vendor or Vendor's parent company were named as a defendant or plaintiff and the status of those lawsuits;

k) Provide a copy of audited financial statements for the most recent fiscal year, and two (2) prior years, including explanations, footnotes, and/or accountant's qualifications, supporting Vendor's financial capability to undertake and complete the performance of the contract;

l) Vendor must have local central capability to supervise and monitor the program, ensuring satisfactory provision of services. The organization structure required is:

1) Program Director – administrative supervision of on-site administrators and support staff.
2) Medical Director – supervision of clinical personnel.
3) Regional DON – supervision of on-site nursing staff.
4) Quality Assurance Manager – Utilization review/Continuous Quality Improvement monitoring relevant to the fundamental aspects of the health care system.
5) Training Manager – provides on-going training and develops learning modules.

m) The corporate office must be registered with the Secretary of State to do business in the State of Alabama, or provide proof of having submitted an application to do business; with the assurance that Vendor will be licensed prior to assuming the contract; and

n) Vendor must retain appropriate local in-state legal counsel to both assist the ADOC legal department when requested and provide legal representation to Vendor in contractual and litigation matters related to the provision and delivery of services under the contract.

3.2.01 On-Site and Off-Site Services

State how on-site mental health care will be provided and in-patient services coordinated with other State agencies. Vendor must demonstrate an understanding of each service. Each service should be identified along with an explanation of how Vendor plans to approach the service.

3.2.02 Personnel Services

Vendor will address the following topics:

a) Recruitment and retention practices;

b) Equal employment opportunities;

c) Licensure/certification requirements;

d) Staff development and training plan;

e) Orientation of new personnel and a training program for employees new to corrections on appropriate interaction with corrections;

f) Officers and inmates;

g) Staff in-service training;

h) How job turnover of mental health staff, professional and support, will be handled;

i) Staff retention plan that addresses how current contract staff will be retained when appropriate including a discussion of health care and retirement benefits; and

j) A detailed facility-staffing schedule utilizing the minimum staffing requirements for each facility as outlined in Appendix L, including an organizational management supervision plan and a plan for providing adequate staffing levels during periods of personnel shortages.

3.2.03 Support Services

In addition to providing on-site, off-site, and personnel services, Vendor will also provide comprehensive professional management services to support the mental health program within the ADOC. These program support services will include, but are not limited to:

Cost Containment Program

Specify a detailed plan for the implementation and operation of a cost containment program. Address the mechanism by which Vendor plans to control mental health care costs, areas in which cost savings will be achieved, and evidence of the success of such a program at other contract sites.

3.2.04 Management Information System

Vendor will develop a system for collecting and analyzing its trends in the utilization of mental health care services at each site. Vendor will establish and pay for own computers, access lines, and services. ADOC will not provide any connectivity or access to the ADOC intranet/internet system.

3.2.05 Complaint Procedures

Vendor will specify the policies and procedures to be followed in dealing with inmate complaints and grievances regarding any aspect of mental health care delivery.

3.2.06 Strategic Planning and Consultation

Vendor will indicate the capability for strategic operational planning. It is the expectation of the ADOC that the successful vendor will assist in the planning and development of a cost effective mental health services program for any proposed ADOC facility.

3.2.07 Contract Transition

Vendor must demonstrate prior ability to perform an orderly and efficient contract transition. A detailed implementation plan must be submitted describing how the following issues will be handled:

a) Proposed timetable for implementation and operation and a statement relating to Vendor's ability to meet stated and required deadlines;

b) Recruitment capabilities - including interviewing current contract staff;

c) Identifying and assuming the current costs of mental health care;

d) Pharmacy inventory transfer procedures;

e) Transfer of personnel and training records of employees who will be retained;

f) Vendor's central management personnel to be assigned to supervise and monitor the transition and to ensure the satisfactory and continued provision of services to the inmate population; and

g) Staff training on Vendor's policies and procedures, including the transition process from current policies and procedures.

Cost proposals will include initial, itemized, and comprehensive base cost. Such a proposal will include an outline of requested options outside the base cost. Base cost will be the monthly cost per inmate.

3.3 Method of Selection

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The ADOC reserves the right to award the contract to other than the low-priced Vendor, if a higher-priced proposal provides the best value as determined by the ADOC. Any Vendor whose proposal does not meet the mandatory requirements and does not provide a primary bid that meets all the required specifications of the RFP will be considered non-compliant. Proposal evaluations will be scored and based on the response to the requirements of this RFP and held as the primary bid/proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful bidder. All proposals received will become the property of the ADOC. The ADOC reserves the right to use for its benefit the ideas contained in proposals received. All proposals received will become the property of the ADOC. After the evaluation of proposals received and selection of successful Vendor, all vendors will be notified in writing regarding the selection of successful Vendor.

Evaluation criteria and scoring are as follows:

Proposal Criteria	Percentage of Value
1. Vendor Qualification/Experience	10%
2. Financial Stability	5%
3. Clinical Program Support	10%
4. Personnel and Training	10%
5. Information Technology and Reporting	4%
6. References	3%
7. Previous Litigation and Legal Counsel	4%
8. Contract Transition Plan/Start-up	5%
9. Program Innovation – Value Added Services	4%
10. Cost Containment Program	5%
11. Price – Total for first three (3) years	40%
Total =	100%

3.4 Definitions

Definitions for this request for proposal are provided as follows:

a) "ADOC" or "Department" – the Alabama Department of Corrections.

b) Authorized Representative – any person or entity duly authorized and designated in writing to act for and on behalf of the party of this agreement or contract, which designation has been furnished to all the parties herein.

c) Contract – refers to the awarded contract, which has been executed by the ADOC and Vendor.

d) Contract Monitor – the employee or representative of the ADOC designated to monitor operation of the services for contract compliance and to coordinate action and communication between the Vendor and ADOC.

e) Contractor – the successful Vendor selected through the proposal process for contract award, who has executed the contract.

f) Court Orders – any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management, or maintenance of the facility or related to the care and custody of inmates at the facility.

g) Fiscal Year – each one-year period beginning October 1 and ending September 30 that is used for budgeting and appropriation purposes by the State.

h) Force Majeure – the failure to perform any of the terms and conditions of this Contract resulting from acts of God.

i) Inmate – a person who has been sentenced to the custody of the ADOC. This also includes persons from other jurisdictions who are housed in ADOC facilities pursuant to the Interstate Corrections Compact.

j) Mental health caseload – any inmate coded MH-1 through MH-6

k) RFP – this Request for Proposal, together with all amendments and addenda thereto.

l) "Services" or "Work" mean all of the goods, products, services, and deliverables as described and required in the RFP, plus those goods, products, services, and deliverables as may additionally be described and provided for in Vendor's Proposal.

m) Standards – all applicable federal and state laws, constitutional requirements, court orders, and ADOC policies and procedures. If there is a conflict between any of these and this RFP or the Contract, the more stringent shall apply, as determined by the ADOC.

n) State – the State of Alabama or the Department of Corrections. These terms may be used interchangeably.

o) Vendor – any corporation or legal entity qualified under Alabama law to respond to the RFP.

End Section III

SECTION IV

CERTIFICATIONS

4.1 Indemnification and Liability

Vendor will indemnify and hold harmless the State of Alabama and the Alabama Department of Corrections and their officers, agents, and employees from and against all claims, losses, or costs arising out of Vendor's negligence, gross negligence, wantonness, deliberate indifference, criminal negligence, or willful disregard of proper or lawful written instructions from the Commissioner of the Alabama Department of Corrections and Office of Health Services. Vendor shall be fully responsible for defending and liable for all suits, claims, losses, and expenses, including reasonable attorney fees, arising out of Vendor's performance or non-performance of the services and duties stated in this RFP.

Vendor also agrees to indemnify and hold harmless the State of Alabama and the Department of Corrections and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of a bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligations of Vendor included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of Vendor, their employees, agents or representatives or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of their contract, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vendor and/or subcontractors, or claims under similar such law or obligations. Vendor obligation, under this section, will not extend to any liability caused by the sole negligence of the ADOC or its employees.

4.2 Liability Coverage

Before signing the contract, Vendor must file with the ADOC a certificate from Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Medical Malpractice Liability insurance must be no less than $1,000,000 per occurrence and $3,000,000 in aggregate. Vendor must carry general liability insurance coverage with $1,000,000 combined single limit for personal injury and property damage that incorporates said coverage for all of Vendor's employees and subcontractors. This coverage is required to extend to services performed at the various facilities and institutions where services will be provided under the contract. Vendor will also be required to provide a certificate naming the ADOC as an additional insurer prior to contract execution. Vendor must carry vehicle insurance meeting state law requirements. Coverage required, but not limited to, includes Comprehensive General Liability, Worker's Compensation, and Employee's Liability.

Vendor will provide legal representation, at own expense, in defending all suits against Vendor or Vendor's employees. Vendor will pay all judgments and costs rendered against Vendor or Vendor's employees in said suits.

4.3 Notice to Parties

Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices must be mailed to the Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, Alabama 36104. Notices to Vendor will be mailed to the address shown in its submitted proposal. Notices will be sent by registered mailed, return receipt requested.

Both parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Both parties will share information, provide timely notification to one another in the event of a claim against either party, and present a collaborative defense against such claims. There will be no settlement of any claim by either party without consultation.

4.4 Legal Compliance

Vendor certifies compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with, those requirements.

a) No person or business entity will be awarded a contract or subcontract if that person or business entity: (1) has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.

b) No business will be barred from contracting with the ADOC as a result of the conviction of any employee or agent of the business if the employee or agent is no longer employed by the business and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business.

c) When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.5 Felony Conviction

Unless otherwise provided, no person or business entity convicted of a felony will do business with the ADOC from the date of conviction until five (5) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

4.6 Inducements

Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal in response to this RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP or who withholds a proposal in consideration of the promise for the payment of money or other valuables is guilty of a felony.

Vendor is prohibited from entering into financial agreements with employers or other independent Vendors or subcontractors who grant monetary awards for limiting the level or availability of mental health care services.

4.7 Reporting Anticompetitive Practices

When, for any reason, a Vendor or designee suspects collusion or any other anticompetitive practice among any vendors or employees of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, request for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

4.8 Drug-free Workplace

Vendor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance will be eligible for the contract. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of the contract, termination of the contract, and/or debarment of contracting opportunities with the ADOC for at least one (1) year, but not more than five (5) years.

Vendor certifies and agrees to provide a drug free workplace by:

a) Publishing a statement for the purpose of: (1) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace; (2) specifying the actions that will be taken against employees for violations of such prohibition; and (3) notifying the employee that, as a condition of employment on such Contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

b) Establishing a drug free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;
2) Vendor's policy of maintaining a drug free workplace;
3) Available drug counseling, rehabilitation, and employee assistance programs; and
4) Penalties that may be imposed upon employees for drug violations.

c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace.

d) Notifying the ADOC within ten (10) days after receiving notice under subsection (a) (3) above from an employee or otherwise receiving actual notice of such conviction.

e) Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act (Public Law; 100-690; 15 U.S.C. Section 5110).

f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act (Public Law; 100-690; 15 U.S.C. Section 5110).

4.9 Equal Employment Opportunities -- Affirmative Action/Sexual Harassment

Vendor will:

a) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action;

b) Provide such information, with respect to its employees and applicants for employment; and

c) Have written sexual harassment policies that will include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through Vendor; (vi) directions on how to contact Vendor; and (vii) protection against retaliation as provided by Section 6-101 of this Act.

4.10 Performance Subject to Law

In compliance with the Equal Employment Opportunity and Nondiscrimination Practices Act, Vendor will:

a) Comply with the provisions of the Civil Rights Act of 1964;

b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor; and

c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and requirements imposed by the Applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

4.11 Confidentiality and Use of Work Product:

a) Any documents or information obtained by Vendor from the ADOC in connection with the contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work products produced under the contract including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the ADOC, including any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the ADOC in furtherance of performance of the Contract will remain the property of Vendor. Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.

b) Vendor will assume risk of loss until delivery to the designated facility.

c) Vendor will do nothing to prejudice the ADOC to recover against third parties for any loss, destruction, or damage to State property and will, at its request and expense, furnish to the ADOC reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the ADOC in obtaining recovery.

d) Vendor will maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage for bodily injury of $250,000 per person/$500,000 per occurrence, and for property damage $100,000 per occurrence, Vendor must inform the ADOC and seek written permission for lesser coverage.

e) Vendor will, at its expense, defend the ADOC against all claims asserted by any person or entity asserting that anything provided by Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Vendor hereunder or any part thereof by reason of any alleged infringement, Vendor will, at its expense, either: (i) modify the item so that it becomes non-infringing; (ii) procure for the ADOC the right to continue to use the item; (iii) substitute for the infringing item other item(s) having at least equivalent capability; or (iv) refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.

f) The ADOC assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on the contract or use of Vendor provided supplies or services.

4.12 Warranty

a) Vendor warrants that all services will be performed in a good and professional manner.

b) Unless otherwise specified in this section, supplies will be new, unused, of most current manufacture, and not discontinued. All supplies will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standardized warranty, and will perform in accordance with manufacturer's published specifications. These are minimum requirements that may be modified by specific provisions of the Contract.

c) Vendor warrants that it has the title to, or the right to allow the ADOC to use, the supplies and services being provided and the ADOC will have use of such supplies and services without suit, trouble, or hindrance from Vendor or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and/or services leaving the ADOC liable.

4.13 Breach and Other For Cause Terminations

The ADOC may terminate the contract without penalty to the ADOC or further payment required in the event of:

a) Any breach of the contract that, if it is susceptible of being cured, is not cured within thirty (30) days of the ADOC giving notice of breach to Vendor including, but not limited to: failure of Vendor to maintain covenants, representations, warranties, certifications, bonds,

and insurance.

b) Commencement of a proceeding by or against Vendor under the United States Bankruptcy Code or similar law; or any action by Vendor to dissolve, merge, or liquidate.

c) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency.

4.14 Entire Contract

The contract, including any attachments, constitutes the entire Contract between Vendor and the ADOC. Modifications and waivers must be in writing and signed or approved by authorized representatives of Vendor and the ADOC to be binding. If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the Contract will be interpreted as far as possible to give effect to the parties' intent.

4.15 Applicable Law

All services under the contract will be performed in accordance with applicable Alabama and Federal law, statutes, provisions, and regulations. Vendor will also comply with any Federal Court Orders that pertain to the operation of Alabama prisons and institutions for which the ADOC is statutorily responsible. Remedy for any claim by Vendor under the contract will be to file a claim against the ADOC with the Alabama Board of Adjustment.

End Section IV

SECTION V

STATEMENT OF WORK

5.1 Purpose of the Project

The Alabama Department of Corrections (ADOC) is responsible through Vendor for the provision of inmate mental health care that meets constitutional standards to include comprehensive mental health services and related support services for the inmates in the custody of the Department. The provision of services is primarily provided on-site at any of the facilities – identified in Section I (1.19 - Vendor Services) of this RFP – through the utilization of contracted services. The objective of this RFP is to secure a qualified Vendor who can manage and operate a comprehensive mental health care services system at full capacity and in a cost-effective manner; deliver quality mental health care; comply with APA, ACA, NCCHC, and constitutional standards; implement a written mental health care plan with clear objectives; develop and implement policies and procedures; comply with all state licensure requirements and standards regarding delivery of mental health care; maintain acceptable levels of staffing and improve inventory control; maintain full reporting and accountability to the ADOC; and maintain an open, collaborative relationship with the administration and staff of the ADOC and the individual facilities. It is the intent and purpose of the ADOC that all assigned inmates receive adequate mental health care regardless of place of assignment or disciplinary status.

5.2 Services to be Provided

Definitions:

a) Qualified Mental Health Care Personnel – All licensed, certified, or registered health care providers, to include: Psychologist (PhD / PsyD), Psychiatrist (MD, DO), Mental Health Professional (MHP), Mental Health Nurse (RN, LPN), and Clinical Registered Nurse Practitioner (CRNP).

b) Mental Health Administrator – A person who by virtue of education, experience, or certification is capable of assuming responsibility for arranging all levels of mental health care and providing quality and accessible mental health services for inmates.

c) Standard of Care – Inmates will be provided constitutionally adequate, humane, and necessary mental health care. All inmate mental health care will be provided in compliance with the accepted standards of correctional mental health care as specified by the American Psychological Association (APA), National Commission on Correctional Health Care (NCCHC), and the American Correctional Association (ACA). Vendor will also meet requirements for mental health services set forth in the Bradley and Laube settlement agreements.

5.3 Intake Mental Health Assessment

The intake process is initiated at Kilby CF (males), Tutwiler Prison For Women (females), Donaldson and Holman Correctional Facilities (death row inmates only), and on occasion, Limestone CF for new arrival special unit direct intake inmates (HIV). Intake is among the most critical aspects of mental health services. The intake services are to be performed by qualified mental health personnel within twelve (12) hours, but not to exceed twenty-four (24) hours, after arrival at Kilby and/or Tutwiler. A mental health screening is performed on all inmates immediately upon arrival at the intake facility. All inmates will receive a screening history by a mental health nurse and will be referred to an advanced level provider for any acute or chronic problem. Inmates who have been referred by the mental health nurse to an advanced level provider will have a complete mental status examination. All inmates in need of mental health services, but not initially referred by the mental health nurse to an advanced level provider, will have a complete history, problem list, and treatment plan within seven (7) business days of intake.

Contract mental health staff will: 1) be trained in identifying inmates at risk for self-harm or potentially in need of immediate mental health assistance when conducting the reception mental health screenings, 2) conduct the reception mental heath screening when an inmate is admitted to the ADOC and before the inmate is placed in a housing area that does not provide constant correctional officer observation, 3) review transfer medical documentation prior to conducting the reception mental health screening to optimize available information about the inmate's mental status or treatment, 4) conduct the mental health screening in an area permitting inmate confidentiality and encouraging inmate self-reporting, 5) provide the inmate an initial description of the mental health services available in the ADOC, how to access these services, and the grievance process for mental health related complaints, 6) document the initial mental health screening on ADOC Form MH-011, Reception Mental Health Screening Evaluation, and 7) file the original form in the inmate's medical record and forward a copy to the ADOC Psychologist responsible for reception mental health evaluations.

When an inmate arrives at the ADOC with a current psychotropic medication order: 1) the mental health nurse assigned to the reception process will be contacted to verify the order and ensure a supply of medication is available until a Psychiatrist can complete the evaluation, 2) the mental health nurse will schedule the inmate for a psychiatric evaluation, and 3) psychotropic medications accompanying the inmate when entering the ADOC will be transferred to the medical department for administration disposition.

When the reception mental health screening suggests that an inmate may be at risk for harm to self or others or may be experiencing acute psychosis: 1) the on-site Psychiatrist will be contacted immediately to evaluate the inmate, and 2) if the on-site Psychiatrist is not available the inmate will be placed on watch status until the evaluation can be completed and the on-call Psychiatrist will be contacted for additional instructions.

The contract mental health staff member responsible for the screening will refer the inmate for a psychiatric evaluation if the inmate reports a history of mental health treatment, suicidal

acts/ideation, and unprovoked physical violence toward others or when the inmate's presentation suggests the need for psychiatric evaluation.

Mental health screening staff will, at a minimum, inquire about:

a) Past or current mental illness, including hospitalizations.

b) History of or current suicidal ideation.

c) Drug withdrawal symptoms.

d) Other mental health problems as designated by the responsible psychiatrist.

e) Current and past illnesses, health conditions, or special health requirements (e.g., dietary needs).

f) Past serious infectious disease.

g) Recent communicable symptoms (e.g., chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats).

h) Dental problems.

i) Allergies.

j) Legal and illegal drug use (including the time of last use).

k) Current or recent pregnancy.

Mental health screening staff will record an observation of the inmate's:

a) Appearance (signs of trauma).

b) Behavior.

c) State of consciousness.

d) Ease of movement (gait).

e) Skin (e.g., lesions, jaundice, rashes, infestations, bruises, scars, tattoos, and needle marks or other indications of drug abuse).

These mental health considerations take into account that early identification of mental health needs can prevent unnecessary suffering, suicidal and violent behaviors, and costly services.

Mental health receiving screening fulfills a threefold purpose: 1) to identify and meet any urgent mental health needs of those admitted, 2) to identify and meet any known or easily identifiable mental health needs that require medical intervention before the health assessment, and 3) to identify and isolate inmates who appear potentially contagious.

Receiving screening is intended to identify potential emergency situations among new arrivals. It is a process of structured inquiry and observation designed to prevent newly arrived inmates who pose a threat to their own or others' health or safety from being admitted to the general population and to get them rapid treatment and care. Particular attention also must be paid to signs of trauma. All mental health staff are to report suspected abuse of an inmate to the appropriate authority. Inmates arriving with signs of recent trauma are referred immediately for medical observation and treatment.

Inmates with mental disorders are often unable to give complete or accurate information in response to health status inquiries. Good interviewing skills and training are critical for the receiving screening staff. At a minimum, mental health receiving screening staff should be trained on how to make the required observations, how to determine the appropriate disposition of an inmate based on responses to questions and observations, and how to document findings on the receiving screening form. Because newly arrived inmates may need urgent medical assistance, mental health staff involved in the reception process must have current training in first aid and CPR/AED.

Clusters of medical signs or symptoms in an inmate may indicate a need for further mental health screening or evaluation. Medical disorders often mimic symptoms of mental illness. Inquiry should also be carried out regarding the abuse of alcohol or drugs, including the type of substance(s) abused, mode(s) of use, amounts used, frequency of use, and date or time of last use; current or previous treatment for alcohol or drug abuse, and, if any, when and where; medication being taken for an alcohol or drug abuse problem; current or past illnesses and health problems related to substance abuse history of psychiatric hospitalization; medication being taken, and if so, for what disorder. The results of this investigation should be incorporated into the mental health assessment.

At intake, all inmates entering the system will be assigned a mental health code (Appendix J) by the mental health staff. The contracted Supervising Psychologists at the reception centers will also maintain a monthly log, ADOC Form MH-012, to identify trends in the number of inmates being admitted with mental health problems. The log will be submitted to the contract Mental Health Director with the monthly Mental Health Services reports.

The contracted mental health staff is responsible for providing pertinent mental health status information to the ADOC Classification Supervisor. Such information will be considered in the institutional assignment of the inmate. Once an inmate is assigned to a facility, the inmate's

mental health needs will be met by the contracted mental health staff at that facility, or the nearest facility where contracted mental health care staff are assigned.

5.4 Transfer and Receiving Screening

Qualified mental health care personnel will review, evaluate, and document pertinent mental health information to be forwarded to the receiving facility with the individual inmate medical record (in-state) and all prescribed medications (excluding narcotics) upon notice by ADOC of the intent to transfer. Mental health information and medications will be sealed and secured when handing to the transferring officer for transport to the next facility.

Within twelve (12) hours, Monday through Friday, not to exceed sixty-four (64) hours from any Friday to Monday, of inmate arrival at the receiving institution, a health encounter for the inmate with qualified health staff will occur. Receiving screening will include, but is not limited to, the following:

a) Mental health staff will prepare a Transfer and Screening Form on each inmate transferring to another location. This form will be given to the Transport Officer and delivered to the health care unit upon reception at the receiving facility and completed by mental health staff at the receiving facility.

b) In the case of transfers from other ADOC facilities to facilities without routine on-site mental health services, mental health personnel upon their next scheduled visit will complete the initial intake screening. At a minimum, the following items should be noted: 1) known allergies, particularly regarding medications, 2) presence of a completed mental health screening and evaluation, 3) identification of mental health or substance abuse problems, 4) current treatment plan, 5) current medications, and 6) pending appointments for diagnostic work or consultation.

c) Access to Care information will be provided verbally and in writing to the inmate by the mental health staff. Inmate will sign acknowledgement of understanding. The original document will be filed in the medical record and a copy provided to the inmate.

d) Prescribed medications and MAR are transferred to unit pharmacy for administration as directed.

5.5 Daily Review of Mental Health Requests

Daily review of inmate mental health request slips will be conducted in accordance with ACA and NCCHC standards. Mental health complaints from inmates residing in a secured facility with daily mental health services must be reviewed within twenty four (24) hours of a request being submitted by the inmate. Collection and review of all request slips will take place seven (7) days a week, to include holidays and weekends. When qualified mental health professionals are

not on duty within a 24-hour period, health-trained correctional staff, using established ADOC mental health administrative regulations, review and respond to the inmate's request. When responding to a mental health emergency, medical and correctional staff will contact the on-call psychiatrist. The name, address, and telephone number of the on-call psychiatrist will be made available to these staff.

For those facilities without daily mental health services, the request slip will be reviewed the next scheduled clinic day. Inmates can access mental health services by writing a request slip and dropping it in a locked box marked "Mental Health." The slips are picked up by mental health staff. Mental health request slips will be reviewed daily by the on-site Supervising Psychologist and assigned to a treatment coordinator for follow-up. When a request slip describes a clinical symptom, a face-to-face encounter between the inmate and a mental health professional is required. The Supervising Psychologist will make an immediate referral to a higher level practitioner as necessary or when the inmate has twice previously complained of the same mental health problem.

All mental health request slips are to be dated, timed and initialed by designated mental health personnel when reviewed. Inmates are to be provided written instruction advising them of the next step plan of care inclusive of educational information, follow-up instructions, or referral to a higher level practitioner. Inmates are not to be provided off-site appointment date information due to security considerations.

All mental health request slips are to be tracked by logging the initial request and each referral step through completion of the request on an ADOC approved "Mental Health Request Slip Tracking Log."

5.6 Nursing Assessment Protocols

Nursing assessment protocols are helpful in the clinical management of inmates. Protocols are written instructions or guidelines that specify the steps to be taken in evaluating an inmate's mental health status and providing interventions. Protocols help ensure that nurses who provide clinical services are adequately trained and do so under specified guidelines. Such protocols may include acceptable first-aid procedures that ordinarily would be treated by the individual through self-care or they may address more serious symptoms, such as chest pain, shortness of breath, or intoxication. Protocols provide a sequence of steps to be taken to evaluate and stabilize the inmate until a clinician is contacted and orders received for further care.

Treatment with prescription medication is initiated only upon the written or verbal order of a licensed clinician (e.g., psychiatrist, nurse practitioner). Standing orders are not used except for preventive medicine practices that are in keeping with current community practice.

5.7 Continuity of Care

The facility ensures that inmates receive diagnostic and other mental health services ordered by clinicians. Diagnostic and treatment results are used by clinicians to modify treatment plans as

appropriate. Ordered tests are completed in a timely manner and there is evidence in the record of the ordering clinician's review of results. If changes in treatment are indicated: 1) the changes are implemented or 2) clinical justification for an alternative course is noted. Medications and

other therapies are given as ordered. Clinic appointments are met. The treating psychiatrist is responsible to ensure continuity of care from admission to discharge. Mental health clinicians should collaborate with health staff to ensure that when care ordered by medical and/or dental providers is disrupted due to a mental health crisis, it is rescheduled.

5.8 Acute and Chronic Long Term Care

For those inmates who require a higher level of care than is available within the ADOC infirmaries and mental health units, the ADOC utilizes Columbia Care Center located in Columbia, South Carolina. Identification of inmates who may benefit from this care environment should be identified by Vendor's Medical Director (Chief Psychiatrist). A case summary will be submitted to the ADOC Director of Treatment and Associate Commissioner for Health Services for evaluation and approval for placement at the Columbia Care Center.

The ADOC will be financially responsible for the daily inpatient charges for inmates while housed in the Columbia Care Center and when hospitalized on an inpatient basis in the State of South Carolina while in the care, custody, and control of Columbia Care Center.

5.9 Hospice Program

Vendor will be expected to participate in the ADOC hospice program. Inmates diagnosed with an end stage illness where curative therapy is no longer indicated will be eligible for hospice care. Hospice care will be implemented and monitored by Medical Vendor's Regional Coordinator for Hospice and the ADOC Hospice Program Coordinator.

Hospice/Palliative care services will be made available to all inmates without regard to color, creed, national origin, religion, gender, sexual orientation, handicap, past personal history, or criminal charge.

Vendor will participate in a hospice program that includes:

a) Medically directed care;

b) Interdisciplinary plan of care development;

c) Family involvement;

d) Treatment of pain and non-pain symptoms; and

e) Patient education and counseling.

5.10 Administrative

In addition to providing on-site, off-site, and personnel services, Vendor will provide a professional management program to support mental health services within the ADOC.

a) Vendor will design and recommend any new policies, procedures, and protocols for the mental health units and mental health staff.

b) Vendor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the ADOC – OHS Regional Clinical Manager, Director of Treatment and Warden of the facility.

c) A representative of Vendor will meet with the ADOC Director of Treatment and/or representatives at least once a month to discuss problems and progress in the fulfillment of contractual requirements.

d) Vendor will develop a mechanism to provide review of cost containment procedures. Results will be reported to the ADOC at the monthly administrative meetings with the ADOC Director of Treatment and/or representatives.

e) The contracted mental health staff must document all mental health care contacts in the inmate's medical record using the SOAP note format.

5.11 Discharge Planning

Discharge planning is provided for inmates with serious mental health needs whose release is imminent. Vendor will ensure that the inmate's mental health needs are met during transition to a community provider. Vendor will arrange referral for follow-up services with community providers and ensure inmate has a 30-day supply of currently prescribed medications.

Discharge planning is the process of providing sufficient medications and arranging for necessary follow-up mental health services before the inmate's release to the community. Discharge planning includes the following: 1) formal linkages between the facility and community-based organizations, 2) lists of community providers, 3) discussions with the inmate that emphasize the importance of appropriate follow-up and aftercare, and 4) specified appointment and medications that are arranged for the inmate at the time of release. When care of the inmate is transferred to community providers, information is shared with the new providers in accordance with consent requirements. Where applicable, Vendor will assist inmates in their application to entitlement programs.

5.12 Emergency Services

Vendor will make provisions and be responsible for all costs for twenty-four (24) hour emergency mental health care, including, but not limited to, twenty-four (24) hour psychiatric on-call services. Written policy and procedure will provide for both urgent and emergent conditions to include:

a) Emergency transport of the inmate from the facility when required.

b) Use of one or more designated hospital emergency departments or other appropriate facilities.

c) Emergency on-call psychiatrist.

d) Security procedures for immediate mental health transfer of an inmate.

e) All health care and correctional staff on shift will be trained in emergency procedures for obtaining emergency mental health care and responding to emergencies.

f) Sexual assault response, care, and intervention according to PREA and SANE requirements.

g) Qualified mental health care personnel must be certified in CPR/AED nationally recognized training and re-certified on a yearly basis.

h) Current list of call back personnel, with contact means for disaster response situations.

5.13 Medical Waste Disposal

Vendor will coordinate the collection, storage, and removal of any medical waste containers with medical services in compliance with all applicable Federal and State guidelines, and regulations for disposal of hazardous waste. Bio-hazard training for persons working with medical waste, medical spills, or bio-hazards will be conducted and in-service updates and training provided regularly, but no less than yearly.

5.14 Comprehensive Quality Improvement Program

Vendor will specify guidelines and procedures for a Comprehensive Quality Improvement Program (CQIP). Vendor's corporate Medical Director will establish a program for assuring that quality care and services are provided to inmates. The CQIP will evaluate the mental health care provided to inmates at both on-site and off-site facilities for quality, appropriateness, continuity of care, and recommendations for improvement.

a) Vendor will provide a management information system capable of providing statistical data necessary for the evaluation and monitoring of mental health services.

b) Information gathered by Vendor will be utilized for the preparation of the following documents:

1) Monthly reports of services;
2) Reports for administrative meetings with ADOC officials; and
3) Semi-annual and annual reports for the analysis of services provided.

c) Data collection will be monitored by the on-site Supervising Administrator. Monthly reports will be generated and presented for discussion at each Quality Improvement Committee meeting. Any significant variances in the data will be investigated and discussed during these monthly meetings. All documents pertaining to mental health services will be forwarded for evaluation to the Quality Improvement Committee for evaluation.

5.15 Mortality and Peer Review Process

Peer Review

a) Vendor will minimally provide a psychiatrist peer review program as directed by their corporate Medical Director and/or Regional Medical Director. The program will consist of at least four (4) hours of on-site psychiatrist time every four (4) months/three (3) times a year to conduct chart reviews of the facility. Vendor's Medical Director or Regional Medical Director will provide peer review in the following areas:

1) Psychiatrist in-patient/out-patient encounters;
2) Mental Health Unit admissions;
3) In-patient hospitalization;
4) Specialty referrals/off-site procedures;
5) Prescribing patterns; and
6) Ancillary service utilization.

b) Each area must be reviewed at least once a year.

Mortality Reviews

a) During the term of this contract, Vendor shall participate in the ADOC mortality/peer review on the death of any inmate while incarcerated in an ADOC facility. Unless otherwise required by an existing consent decree pertaining to any facility, mortality/peer reviews shall be conducted within thirty (30) days after the death of any inmate. The nature, scope, and extent of participation of each such mortality/peer review shall be determined by the Medical Vendor and the designated ADOC Medical Director.

b) The mortality/peer review process is intended to be confidential and privileged from disclosure in litigation. All steps necessary will be taken to protect and maintain the confidentiality of any and all documents created, drafted, or otherwise prepared during the

mortality/peer review process, unless required to do otherwise by a court of competent jurisdiction.

c) Vendor and the ADOC will not disseminate, circulate, distribute, or otherwise communicate any findings made or conclusions reached during the mortality/peer review process and/or the contents of any documents created, drafted or otherwise prepared during the mortality/peer review process.

d) The ADOC State Medical Director will participate in the mortality/peer review process with psychiatrists employed by Vendor on the "Alabama Mortality/Peer Review Committee" (AMPRC). The ADOC Medical Director will actively participate on the AMPRC, receive information and documentation generated by the AMPRC, and provide documentation and/or information necessary to complete any mortality/peer review in a timely manner.

5.16 Infection Control Program

Mental health services must conform to standard hygiene practices and precautions to minimize the incidence of infectious and communicable diseases among inmates. Although mental health staff generally does not provide hands-on physical care, they need to be aware of infection control matters. They should receive infection control orientation and annual updates.

Vendor will establish an Infection Control Program based on Centers for Disease Control and Prevention (CDC) standards, Alabama Department of Public Health (ADPH) regulations, and ACA and NCCHC guidelines.

a) The program will include the Vendor's infection control processes and activities as related to surveillance, prevention and control of infections, employee training and education, and reporting processes according to state and federal law.

b) Vendor will provide a copy of their Infection Control Manual, with supplemental updates, to the ADOC.

c) At each facility the on-site Psychiatrist will designate a mental health nurse to assist in establishing, maintaining, and monitoring an Infection Control Program.

d) Since medical and mental health are under separate authority, the site Medical Director will be the facility chairperson of the Infection Control program with mental health represented on the infection control committee.

5.17 Program Equipment

The successful vendor will work with the ADOC in projecting equipment needs for program support. Vendors' financial responsibility for such equipment will be designated and limited to an annual aggregate cap of $35,000 per contract year. Total cost of equipment purchased under this aggregate fund will be reconciled every three (3) months. ADOC will have the

option to deduct the total amount of dollars spent and the balance left of the $35,000 annual equipment cap at the end of each contract period, or roll a positive variance forward into the next contract period. Vendor will be financially responsible for all other materials and supplies utilized in day to day operations.

5.18 Oral Care

Mentally ill inmates often have significant dental health needs. Factors that may account for this include: inattention to personal hygiene, poor nutrition, and/or insufficient financial means. Mental health staff should be aware of and understand the need for and role of dental services as an important component of an inmate's overall health care. Poor oral health has been linked to numerous systemic diseases. Dental care should be based on need. Noncompliance with good oral hygiene practices should not be used as the basis to deny needed oral care.

5.19 Pharmacy Services

a) Vendor is accountable for aspects of Pharmacy Services related to the procurement, inventory control, administration, and disposal of all psychotropic medications. The population to be served includes all inmates assigned to the ADOC in need of mental health services. All administration must be in accordance with Alabama State and Federal laws and pharmacy regulatory boards. Vendor is responsible for the cost of all psychotropic and non-prescription medications prescribed by their licensed providers.

b) All medications must be prescribed or countersigned by a licensed provider. Records of administration and medication profiles must be maintained. Reports of medication usage must be reported to the CQIP Committee on a monthly basis. Formulary revisions must be specified and are subject to review and input from the ADOC.

c) Vendor is responsible for management controls, staffing, and quality assurance of pharmaceutical services.

d) On-site and off-site pharmacies must be licensed to provide all pharmacy services for medication distribution to the ADOC.

e) Vendor will provide coverage by a licensed pharmacist twenty-four hours a day and seven (7) days a week for emergency STAT orders.

f) Vendor will provide, furnish, and supply pharmaceuticals and drugs to the ADOC utilizing a "unit of use" or a standard correctional institution blister card packaging method. Each packaged medication will be individually labeled per card. The label will minimally include the drug name, strength, lot number, expiration date, and manufacturer. If modified unit of use system such as a card or blister pack is utilized, each card or pack will be labeled as a prescription. Prescriptions will minimally be labeled to include the inmate's name and AIS number, drug name, dosage, directions (frequency of administration), and any applicable warnings or dietary instructions, or other information as required by law.

g) Vendor will provide liquid psychotropic medications in unit of use, individually labeled, and packaged when specified by the treating psychiatrist/nurse practitioner.

h) Vendor will package non-controlled, non-abusable medications in no more than a month's supply as ordered by the on-site physician or specialist.

i) Restricted exclusions from the formulary must be identified and justified by Vendor's Chief Psychiatrist.

j) Vendor will maintain copies of all prescriptions issued to inmates in a permanent file for a period of five (5) years. Copies will be provided to the ADOC upon request.

k) Vendor will generate computerized reports and provide statistical information by drug and provider, number of prescriptions, and doses dispensed monthly to comply with ADOC monthly statistical reports for Mental Health Services.

l) Vendor will maintain appropriate documentation including, but not limited to, inventory records, controlled drug perpetual inventory, and inmate profiles. All documentation will be available for review by ADOC designated authorities.

m) Vendor will provide the ADOC with copies of records within twenty-four (24) hours of the request.

n) Vendor will provide a pre-printed medication administration record (MAR) to include all information contained on the prescription label and the name of the practitioner who prescribed the medication on a monthly basis, and as otherwise indicated. The initial MAR must be computer generated with only add-on prescriptions during the month being transposed.

o) Vendor will conduct monthly inspections of all institutional areas where medications are maintained. Inspections will include, but not be limited to, the expiration dates, security, storage, and review of medication records.

p) Vendor will provide all medications upon a written order or a call-in order from the psychiatrist or nurse practitioner. The written order may be in the form of an electronic transfer or facsimile with original prescription to follow.

q) Vendor will establish, subject to the approval of the ADOC, a system of medication ordering, delivery, and verification of the delivery of the original order. Institutional nursing staff will perform administration and distribution of all medication. When nursing coverage is not available, Officers will make available inmate medication for self-administration.

r) Vendor will supply all psychotropic medications within forty-eight (48) hours of the order submission, Monday through Saturday, excepting holidays. Vendor will deliver all STAT orders within a reasonable time frame of the call-in order.

s) Vendor will provide a computer generated packing slip with each delivery of medication from an off-site pharmacy. The packing slip will list doses by inmate name, number, date, medication, number of doses and prescription number, and stop date to be verified by the Pharmacy Inventory Manager at the institution.

t) Vendor will provide all forms necessary for ordering controlled drugs, any logs, or inventories, medication administration records, inmate profiles, prescriptions, and any other forms as needed by the medical personnel.

u) Vendor will not be responsible for providing any products to the commissaries. Availability of an over-the-counter (OTC) item on the commissary does not preclude Vendor from having to provide any product ordered by a physician.

v) Contracted staff will comply with all sign-in and sign-out procedures, and rules and regulations of the institution, while making deliveries.

w) Vendor will provide a facsimile (FAX) machine for legal transmission of hard copy of provider orders or an equitable courier/delivery system if the pharmacy is local for off-site services.

x) Vendor will maintain a system for assuring retention of all computer stored data and provide a back up system for delivery of services during "down time." During such times, call-in orders from a registered nurse to a pharmacist are acceptable.

Mental Health Medications

Mental Health Services are currently provided to ADOC inmates under a separate provider agreement that will continue until November 2, 2008, at which time provisions, terms, and conditions may change. The successful vendor resulting from any award associated with this RFP is expected to provide a holistic health services delivery system. Collective and multidisciplinary services are to be provided in accordance with all ADOC Administrative Regulations and Policies associated with the delivery of mental health services.

The mental health Vendor may choose not to utilize the medical services pharmacy provider with prior approval from the ADOC Associate Commissioner of Health Services. Vendor will assume all expenses related to the cost of mental health medication, to include packaging and delivery.

Mental Health Medications

Mental Health Services are currently provided to ADOC inmates under a separate provider agreement that will continue until November 2, 2008, at which time provisions, terms, and conditions may change. The successful medical services vendor resulting from any award associated with this RFP is expected to provide a holistic health services delivery system that works in concert with the ADOC Mental Health Services provider. Collective and multidisciplinary services are to be provided in accordance with all ADOC Administrative Regulations and Policies associated with the delivery of mental health services.

From November 1, 2007 to November 2, 2008, the medical services vendor must be able to provide the mental health vendor the opportunity to purchase medications utilized in the treatment of mental illness, at the acquisition cost of the medical vendor's pharmacy provider and a dispensing fee per prescription not to exceed three dollar and fifty four cents ($3.54) per prescription during this time period. The current ADOC mental health provider may choose not to utilize the medical services pharmacy provider with prior approval from the ADOC Associate Commissioner of Health Services.

5.20 Pharmacy and Therapeutics Committee

A Pharmacy and Therapeutics Committee, consisting of at least the Chief Psychiatrist, Director of Nursing, Program Administrator, and Consulting Pharmacist, will meet on a monthly basis. This committee, which will report to the Quality Improvement Committee, will be responsible for recommending additions and deletions to the formulary. The usage of all pharmaceuticals, including psychotropic medications, will be closely monitored and prescribing patterns identified. The Committee will also assist with drug utilization audits.

5.21 Laboratory

a) Laboratory services must include, but are not limited to, phlebotomy, specimen preparation, test results, expected turn-around times, panic values, and any quality improvement indicators. The ADOC reserves the right of approval for any laboratory subcontractor or laboratory interface change.

b) All STAT laboratory work will be performed at a local hospital or qualified laboratory nearest the institution. Results will be telephoned immediately to the requesting physician with a written report to follow within a reasonable time.

c) A psychiatrist or other qualified mental health provider will check, initial, and date all laboratory results within an appropriate time to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the inmate do not correlate, it will be the responsibility of the mental health provider to reorder the lab test or make a decision concerning the next appropriate diagnostic measure.

d) Vendor will ensure that all subcontracted laboratory services meet State licensure requirements. The subcontracted laboratory service will provide documentation of routine quality control activities as requested.

e) Vendor must provide consistent and current Laboratory Guidelines for therapeutic utilization of psychotropic medications. A copy of these guidelines is to be included as part of the Vendor's response.

5.22 Medical Records

a) Vendor is responsible for the maintenance, retention, and timely transfer of a complete, standardized problem oriented medical record for all inmates in receipt of mental health services in accordance with prevailing medical regulations governing confidentiality, retention, and access. Medical record forms and checklists utilized at the time of contract award will continue to be required for use by Vendor. Any changes in mental health record forms used currently or in the future will require the approval of the ADOC.

b) Contractor will ensure that medical records are complete, filed promptly, and contain accurate legible entries. The medical records will meet ADOC Standards and, at a minimum, will contain the following information:

1) The complete Reception screening form;
2) Health appraisal data forms;
3) All findings, diagnoses, treatments, dispositions;
4) Prescribed medications and their administration;
5) Laboratory, x-ray, and diagnostic studies;
6) Signature and title of each document;
7) Consent and refusal forms;
8) Release of information forms;
9) Place, date, and time of health encounters;
10) Discharge summary of hospitalizations;
11) Health service reports, dental, psychiatric, and other consultations; and
12) Problem list.

c) Every inmate must have a medical record covering all medical, mental health, aftercare counseling services, and dental procedures. Medical records must be kept up to date at all times. In the event of an inmate being transferred, the medical record will be forwarded to the appropriate ADOC facility. Vendor must have written policy and procedures for maintaining a unified mental health record system. Such a system will include:

1) Emergency Information Transfer

a) Vendor will develop a procedure for the transfer of pertinent mental health record information to the on-call psychiatrist.

b) Vendor will develop a procedure for the transfer of pertinent mental health record information to an assigned ADOC facility if sending to a hospital.

2) Records Format

The SOAP recording format will be maintained for the medical record.

3) Security of Inmate Files

Inmate medical files/records are confidential. Only authorized employees of Vendor and the ADOC are allowed access to an inmate's medical record. Access to files will also be in accordance with the rules established by the ADOC. Vendor will strictly adhere to all policies and procedures for safeguarding the confidentiality of such files.

a) Medical record forms will follow the ADOC format of approved forms.

b) Vendor will obtain signed consent forms from an inmate when necessary. The form will be placed in the inmate's medical record.

c) All medical records are the property of the ADOC. Any disputes of record information retrieval will be referred to the Associate Commissioner of Health Services or in emergency situations to the Warden or designee of that facility.

5.23 Supplies and Equipment Support

a) Vendor is responsible for all supplies, including, but not limited to: pharmaceuticals, mental health supplies, health education supplies, forms, office supplies, medical and mental health record supplies, books, periodicals, and administrative supplies necessary to carry out the program and performance specifications of the RFP. Vendor will purchase all consumable supplies and psychotropic medications necessary to perform mental health care services at the designated institutions.

b) Vendor will provide a thirty (30) day supply of prescribed psychotropic medications to an inmate upon release from the ADOC. The thirty (30) day supply will exclude narcotics. A psychiatrist's prescription is sufficient for Class IV or restrictive pharmaceuticals.

5.24 Nutrition Service/Therapeutic Diets

The ADOC provides medically necessary special diets. Vendor is responsible for working collaboratively with medical services through the on-site physician in assessing nutritional requirements and managing medically necessary special diet orders for those inmates on the mental health caseload. Dietary supplements (i.e. Ensure and Boost) will be the responsibility of medical services through the on-site physician.

5.25 Support Services

a) Cleaning

1) The ADOC provides support for cleaning, which includes the use of inmate labor and equipment. Vendor is responsible for consumable medical cleaning supplies, such as disinfectants for instruments and medical equipment.

2) Maintaining cleanliness in all mental health areas within the ADOC is mandatory. Vendor will have ultimate responsibility for the assurance of cleanliness with cooperative support from the ADOC.

b) Pest Control

The ADOC provides environmental services for pest control. Vendor is responsible for maintaining sanitary conditions in all mental health areas within a facility.

c) Telephone and Data Services

Costs associated with the procurement of Internet access and data services, telephone service, telephone maintenance costs, and pager services are the responsibility of Vendor.

5.26 Management Information System

a) Vendor will provide compatible computer capabilities to the ADOC, including hardware, software, staffing, data entry, and training to be used for functions including, but not limited to, pharmacy service, appointment scheduling, and mental health services utilization. This system will also be expanded to include all pharmaceuticals and supply inventory functions. The facilities will be equipped, at Vendor's expense, with computers, the appropriate level of printers, and the appropriate software within sixty (60) days of the effective date of the contract. Vendor will adhere to all ADOC administrative regulations and policies and procedures related to internet access within a secure facility environment. Vendor will maintain trend analysis charts on key statistical data taken from the monthly reports. Vendor will provide routine monthly reports, but will also share any available information from Management Information System with ADOC designated staff upon request. Should an unusual trend occur, the information will be shared with all parties involved.

b) Vendor will make cost containment information available to the ADOC as requested.

c) Vendor will track all costs related to outpatient referrals by:

1) Inmate/Patient
2) Facility
3) Diagnosis
4) Treatment received

5) Referring physician
6) Referral physician

d) Vendor will track all costs related to primary health care services as prescribed by their licensed providers to include:

1) Laboratory
2) Pharmaceuticals

e) Any ADOC provided equipment will not be used, loaned, or rented to a third party except with written permission of the ADOC. Vendor will not, without consent of the ADOC, move equipment outside the contracted facilities specified in the RFP.

f) Vendor will not produce, store, or use ADOC facilities, equipment, or inventories for other company-owned or contract operations, or for other individuals, groups, or organizations without the written consent of the ADOC.

g) The ADOC reserves the right of approval for single item equipment purchases for amounts greater than $500.

5.27 Software Support

Vendor is responsible for providing and maintaining its' own software support system.

5.28 Inmate Health Education

As part of primary mental health care, health education services are an important and required component of the total health care delivery system. Health education includes inmate education and training in self-care skills. Health education will be provided on a weekly basis, on a variety of topics, to inmates assigned to Residential Treatment Units.

Vendor will develop a health education program for inmates minimally utilizing posters and pamphlets. Regularly scheduled weekly sessions and workshops will be conducted to disseminate health care related materials and information to inmates. All educational materials utilized relating to physical health will be coordinated with the ADOC medical vendor.

Selected topics for these sessions and workshops may include, but are not limited to:

1) Personal hygiene;
2) Nutrition;
3) Physical fitness;
4) Stress and Anger management;
5) Sexually transmitted diseases;
6) Chemical dependency;
7) Tuberculosis and other communicable diseases;

8) Effects of smoking;
9) AIDS (Acquired Immune Deficiency Syndrome);
10) Hypertension/Cardiac;
11) Epilepsy;
12) Diabetes;
13) Dermatology;
14) Depression;
15) Self-Concept; and
16) Responsible Living.

5.29 Special Mental Health Programs

In collaboration with the medical services on-site physician and subject to ADOC approval, Vendor will develop special mental health programs for inmates requiring close mental health supervision involving chronic and/or convalescent care. The plan of treatment will include directions for mental health and correctional staff regarding their roles in the care and supervision of the inmate. These special programs will service a broad range of health problems including, but not limited to, HIV/AIDS, dementia, suicidal ideation/attempts, chemical dependency, and psychosis.

5.30 Disaster Plan

Subject to ADOC approval, Vendor will implement procedures within sixty (60) days of assuming the contract for the delivery of mental health services in the event of a disaster, such as fire, tornado, epidemic, riot, strike, or mass arrests. These procedures will be implemented by the Site Administrator in cooperation with the on-site correctional staff. The Disaster Plan will include the following elements:

1) Communications system;
2) Recall of key staff;
3) Assignment of staff;
4) Establishment of command post;
5) Safety and security of the infirmed inmate and staff areas;
6) Use of emergency equipment and supplies;
7) Establishment of a triage area;
8) Triage procedures;
9) Medical records – identification of injured; and
10) Crisis intervention counseling with follow-up.

5.31 ADOC Training

a) Vendor, as requested, will provide training at each of the basic and annual training classes conducted by ADOC at the facility sites for correctional officers and other ADOC staff. Topics will include, but not be limited to, handling of mental health complaints, recognition of suicide potential, signs and symptoms of mental illness, lowered intellectual functioning, communicable diseases, universal precautions, chemical dependency, and any other training needs as deemed appropriate.

b) If corrections officers are involved in reporting mental health care needs and/or requests, Vendor will train them in proper procedures.

End of Section V

SECTION VI

STAFFING REQUIREMENTS

6.1 Contract Monitor

To evaluate and assess that all standards are being met and Vendor is in full compliance with the contract, the services of a contract monitor will be utilized. While the Contract Monitor will report to the ADOC, the Vendor will maintain Monitor on its payroll. In addition, the ADOC Office of Health Services (OHS) will implement a contract monitoring program as part of Continuous Quality Improvement (CQI). ADOC Associate Commissioner of Health Services, Director of Treatment, and General Counsel will compose the final selection committee in reviewing contract monitor candidates. The monitor position will be full-time, forty-hour (40) per week position.

Upon request of the Contract Monitor, Associate Commissioner of Health Services, or designee, Vendor is to provide access to all clinical files and all corporate files to include, but not be limited to, payroll records, licensure certification records, training, orientation and staffing schedules, logs, P&T and CQI meeting minutes, physician billing, hospital or other outside service invoices, or any other contract entered into by Vendor for the purposes of carrying out the requirements of the contract. This method of review and reporting will be ongoing, comprehensive, and expeditious. The DOC will not reimburse the Vendor for any expenses outside of the contracted amount of services to be provided by the Contract Monitor.

The following ADOC-OHS staff, including the General Counsel for the ADOC, will be given immediate access to Vendor documentation that is pertinent to their respective areas of responsibility or that has been requested by the OHS or General Counsel:

1. Associate Commissioner of Health Services
2. ADOC State Medical Director
3. ADOC General Counsel
4. Director of Treatment
5. Medical Systems Administrator
6. Regional Clinical Managers
7. OHS Finance Manager

Failure to respond to the request of any of the above mentioned ADOC staff within a reasonable time frame, based on an evaluation by the OHS and/or General Counsel of the accessibility of the information requested, and the subsequent negative impact to the ADOC of any such delay, may result in a $3,000.00 fine per occurrence. Examples of frequent requests that may be associated with fines for non-response may include, but are not limited to, morbidity and mortality/death summary reviews, general population immunization history records, pharmacy inventory, results of inmate medical consultations, payroll records, and institutional staffing sign-in sheets. Vendor will have five (5) calendar days from notification of failure to respond and comply prior to a fine being assessed by the OHS and/or General Counsel. The ADOC reserves

the right to impose a $3,000.00 fine per day for non-response if Vendor does not provide requested information after the stated five (5) day cure period.

The contract monitoring will include, but is not limited to, the following tasks:

a) Review of service levels, quality of care, and administrative practices as specified in the contract;

b) Meet on a regular basis with representatives of Vendor to address contract issues;

c) Assist in the development of future change requests as needed;

d) Review of Vendor documentation to ensure compliance with contractual obligations;

e) Review of contract personnel work schedules, time sheets, personnel records, and wage forms to ensure compliance with staffing levels and contractual obligations;

f) Review of files, records, and reports pertinent to the provision of inmate mental health care;

g) Review of billings to determine appropriateness to contract specifications and cost effectiveness to the ADOC; and

h) Conduct site visitations, interviews, and inspections as required in providing a mental health services program.

To ensure that the quality and timely delivery of services are in compliance with the final contract specifications and other applicable program standards in the provision of mental health care, contract monitoring will occur at times with and/or without the participation of Vendor.

All monitoring reports will be submitted to the ADOC Associate Commissioner of Health Services and Director of Treatment. OHS monitoring staff roles and responsibilities include the provision of constructive processes that enable Vendor to perform and deliver mental health services at their optimum level. Vendor will work in a collaborative and constructive manner with OHS staff to encourage positive treatment outcomes in a cost effective manner. ADOC-OHS staff's daily role in the delivery of mental health services is one of providing resources, assistance, and monitoring contract compliance. OHS staff is not responsible for the day to day operational management of mental health services.

Laube v. Allen

In June of 2004, the ADOC settled a class action suit referenced as Laube v. Allen (herein referred to as Laube) that mandates the availability of specific mental health services and treatments for all women who are now, or will in the future be, incarcerated within the Alabama Department of Corrections. This agreement applies to Tutwiler Prison for Women, Tutwiler

Annex, Montgomery Women's Facility, and Birmingham Work Release. A copy of this settlement agreement is included in Appendix G for review and reference. This agreement provides for two (2) independent outside physician court monitors to oversee the compliance of the terms of the agreement, and submit a formal report to the courts. In addition to the federal appointed court monitors, the ADOC provides a monitoring system or CQI program that measures the performance of Vendor against the required treatment specifications of the settlement agreement. This monitoring process is achieved through a means of pre-established and court approved performance measurement standards that are evaluated through chart reviews, inmate and staff interviews, and other facility documentation. The minimum acceptable threshold of compliance with each performance monitoring standard is an overall compliance rating of 90%. Vendor is required to participate in the ADOC-OHS review process in an effort to work collectively in achieving on-going compliance.

6.2 Payment Adjustment for Non-Performance

ADOC contract monitoring staff will monitor Vendor's service delivery at the individual ADOC facilities to determine if Vendor has achieved at least 90% compliance with the Standards for Mental Health Services in Prisons as published and routinely revised by NCCHC. Such monitoring may include, but is not limited to, both announced and unannounced facility visits. Vendor is required to comply with NCCHC standards of performance, but is not required to achieve actual accreditation or certification from NCCHC.

The ADOC monitoring staff will provide an oral exit report at the conclusion of its facility monitoring visit and submit a written monitoring report to Vendor within thirty (30) days of the visit. The contract monitoring report shall include the completed Contract Monitoring Tool, based on compliance with specific NCCHC standards, and shall identify each Monitoring Tool Performance Measure in which Vendor was deemed non-compliant and the reason(s) therefore. Non-compliance issues identified by ADOC monitoring staff will be identified in sufficient detail to provide Vendor with the opportunity for correction.

Reports from the Laube court monitor, reviewing compliance with a pending consent decree, may constitute notice to Vendor of non-compliance to the extent the report cites violations of a monitoring tool performance measure.

Within fifteen (15) working days of receipt of the monitoring report from the ADOC (or court monitor's report, if applicable), Vendor shall provide a formal corrective action plan response to all noted deficiencies which it does not dispute, that shall include responsible individuals and required time frames for achieving compliance. ADOC monitoring staff may conduct follow-up monitoring reviews (including facility visits) at any time to determine compliance based upon the submitted corrective action plan.

In the event Vendor disputes any of the noted deficiencies in the monitoring report by the ADOC, Vendor will inform the ADOC of such dispute within fifteen (15) working days of receipt of the report. Vendor shall describe the basis for the dispute and provide any necessary

back-up documentation to support its position regarding the dispute. The parties shall work together in good faith to resolve the dispute.

Any failure by Vendor to correct deficiencies identified in the monitoring report within fifteen (15) working days of the submission of the corrective action plan may result in application of non-performance penalties as specified in the paragraph below. Repeated instances of failure to meet contract compliance or to correct deficiencies may result in imposition of penalties as specified in the paragraph below or a determination of Breach of Contract.

On a quarterly basis, the ADOC may impose non-performance penalties in the amount of $3,000.00 per violation, for any applicable monitoring tool performance measure that demonstrates less than 90% compliance.

6.3 Staffing

Vendor must provide adequate and sufficient mental health personnel required to perform the services. Staffing must include psychiatrists, clinical nurse practitioners, psychologists, mental health professionals, registered nurses, licensed practical nurses, activity technicians, administrative and clerical staff, and other personnel as required to comply with the provisions of this RFP. Copies of staffing schedules, encompassing all mental health staff, will be submitted to the ADOC on the last business day before the twentieth of each month for the upcoming month.

6.4 Personnel - Current Contract Staff

The ADOC is cognizant of the shortage of professional mental health personnel and health care support staff on a local and national level. Subsequently, the ADOC recognizes the importance of the retention of qualified staff at all levels who are experienced in the delivery of correctional health care. Therefore, vendors are strongly encouraged to provide the appropriate and current salary ranges of both licensed and support personnel in their bid. The ADOC has included in Appendix L an outline of current salary range assumptions based on historical data and current local market trends for all positions requested in this contract. Vendor is not required to bid these salary ranges, but is encouraged to budget appropriate salaries to reduce staffing turnover and encourage recruitment. The following requirements, however, will be mandatory:

a) Vendor will interview each current facility contract mental health staff member to determine continued employment status.

b) Vendor will waive eligible time frames for health and retirement programs for all continued mental health contract staff.

6.5 Staffing Paybacks for Unfilled Hours of Service

Vendor will provide mental health, technical, and support personnel as necessary for the rendering of mental health services as required in this RFP. Minimum staffing levels for each of the respective ADOC facilities, outlined in Section 1.19, as well as local/regional program management, have been included in Appendix L.

On a monthly basis, for each of the positions subject to payback penalties, Vendor will provide the ADOC with an itemized list of hours worked at each ADOC facility by position for each of the positions identified in the minimum staffing plan. Supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position/per facility is to be provided. Payroll information and the ADOC staffing worksheet will be the authorized documents for which staffing penalties will be determined. Vendor will provide a monthly report, in the form of the approved workbook outlining the fulfilled staffing hours of each facility, to the ADOC Associate Commissioner of Health Services. Unfilled hours shall not include: 1) approved vacation leaves of absence, 2) approved holiday leaves of absence, 3) up to five (5) days of approved medical leave, and 4) hours down filled by a higher level practitioner (e.g., nurse practitioner hours worked by a psychiatrist).

Paybacks for unfilled hours of service will apply to the following position classifications at both the regional and institutional level:

1) Program Director
2) Assistant Program Director
3) Medical Director – Chief Psychiatrist
4) Regional DON
5) Development/Training Manager
6) Administrative Coordinator
7) CQI Manager
8) Site Administrator
9 Site Psychiatrist
10) Clinical Nurse Practitioner
11) Psychologist
12) Registered Nurse
13) Licensed Practical Nurse
14) Mental Health Professional
15) Activity Technician

In the event that less than 90% of the required staffing hours of the designated position classifications identified are filled in a given month for any position subject to a payback assessment at any facility, Vendor shall credit the ADOC for such unfilled hours to the extent that such hours, per position/per facility, fall below the 90% threshold. For example, if there are 2 FTE nurse practitioner (CRNP) positions identified for a particular facility, then the calculation of the 90% threshold for the CRNP position at the facility will be based on the number of hours equal to 2 FTEs for that month and the total number of fulfilled CRNP hours. Credit shall be at a

rate equal to the average hourly wage plus 18% for benefits ($hourly rate x 1.18 = payback $) for the hours.

Failure of Vendor to continuously provide staffing as required by contract may, at the convenience of the ADOC, result in termination of the contract.

6.6 Personnel - Hired by Vendor

a) Vendor will employ the necessary administrative, supervisory, professional, and support staff for the proper and effective operation of the programs defined herein, subject to the approval of such staff by the Associate Commissioner of Health Services or designee.

b) The ADOC may disapprove of any applicant recommended by Vendor. In such cases, Vendor will not be held responsible for paybacks of unfilled hours of services for that position, until an approved candidate is presented and retained by Vendor.

c) Due to the sensitive nature of the prison environment, Vendor agrees that in the event the ADOC is dissatisfied with any of the personnel provided under the contract, the ADOC can deny access into the facility. The ADOC will give written notice to Vendor of such fact. Vendor will remove the individual in question from the programs herein and cover with other appropriate personnel until an approved replacement is found.

d) Vendor will engage only licensed and qualified personnel to provide professional coverage.

e) All contracted personnel are required to submit to a background investigation conducted by the ADOC.

f) All contracted personnel will comply with applicable state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the ADOC and Vendor, including any amendments thereto.

g) All contract staff will maintain any insurance required by law or regulation.

h) All full-time contracted mental health staff are required to complete sixteen (16) hours of ADOC orientation at training sites designated by the respective facilities. Part-time and temporary staffs are required to complete eight (8) hours of orientation. In addition to basic training, all full-time contracted mental health staff must complete sixteen (16) hours of annual training with eight (8) hours related to professional responsibilities. Training hours must be documented.

i) All contract staff must receive an annual TB test or annual follow-up if positive. Vendor must have a written policy and procedure providing an Occupational Exposure Control Plan as required by OSHA Standard 29 CAR Part 1910.1030 Occupational Exposure to Blood borne Pathogens.

6.7 Security Clearance

Vendor and its personnel will be subject to, and will comply with, all security regulations and procedures of the ADOC at the various institutions. Violations of regulations will result in the employee being denied access to the institution. In such an event, Vendor, subject to ADOC approval, will provide alternative personnel to supply services described herein.

6.8 Orientation of New Employees

a) Vendor will be responsible for ensuring that all mental health personnel, including new personnel, are provided with orientation regarding mental health practices on site at ADOC facilities. Vendor will ensure orientation to ADOC Administrative Regulation 600 series relevant to inmate mental health services.

b) Vendor will ensure that all full-time mental health staff receive sixteen (16) hours of pre-service training within the first sixty (60) days of employment.

c) Vendor will establish a medical library on-site for use by the health care staff. The library will minimally include a current medical dictionary, Physician's Desk Reference, pharmacology reference, NCCHC Standards Manual, and other books and periodicals recommended by the Quality Improvement Committee. At the termination of the contract, this library will become the property of the ADOC.

d) Vendor will provide a written position description for each member of the health care staff that clearly delineates assigned responsibilities. Vendor will monitor performance of health care staff to ensure adequate performance in accordance with these position descriptions.

6.9 Position Description

Vendor will provide the position description for all key personnel at least ten (10) calendar days before initiation of the contract. Key personnel positions are defined as:

1) Program Director
2) Regional DON
3) Medical Director – Chief Psychiatrist
4) Development/Training Manager
5) Administrative Coordinator

6) CQI Manager
7) Psychiatrist
8) Clinical Nurse Practitioner
9) Psychologist

Any initial, subsequent, or revised position descriptions utilized by Vendor require the approval of the ADOC.

6.10 Personnel Manual

Vendor must provide a copy of its Personnel Manual that also demonstrates its human resource management program. A description of Vendor's health insurance program/benefits, including eligibility for all levels of professional staff, must be included with its' proposal.

6.11 Personnel Issues and Specifications

a) Vendor will not bind any of its employees, or those under contract with Vendor, to any agreement that would inhibit, impede, prohibit, restrain, or in any manner restrict employees or independent vendors, in or from accepting employment with any subsequent medical care provider in the State of Alabama.

b) Vendor is required to provide coverage for all psychiatrist positions in the event of unplanned absence, leave, or in the event of resignation or termination of a psychiatrist.

c) The ADOC reserves the right to approve for hiring or remove any contracted personnel. No penalties for unfilled hours will be applied to Vendor for services of any personnel removed by the ADOC. No personnel so removed may be returned to duty without the prior approval of the ADOC.

d) Vendor is responsible for the appropriate or state required licensure, credentialing, and certification of its staff. Credentials are confirmed annually and a record of the credentialing activity will be maintained as part of the employee's personnel file. Credentialing is defined as the process by which an applicant's training, degrees conferred, certification by specialty societies, state and other licenses, teaching positions, appointments, and other professional experience is confirmed or reconfirmed.

e) Non-Medical Professional Staff: Vendor will establish a process whereby applicants carry the burden to produce information for proper evaluation of competence, character, health status, ethics, and other qualifications. Licenses or certifications are subject to a periodic appraisal for validity.

f) Vendor is required to keep personnel files on all contracted employees. Professional files will include, but not be limited to, copies of current professional licenses, privileges and/or proof of professional certification, evaluations, and salary/payroll records.

g) Vendor is responsible for warranting that all persons assigned and performing the work requirements of the RFP are employees of Vendor or authorized subcontractors, and hold all required licenses to perform the work required herein. In addition, Vendor is required to be fully qualified to perform the work requirements of the RFP. Vendor will include an identical provision, covering required licenses and full qualification for work assigned, in any contract with any approved subcontractor selected to perform work hereunder. Any personnel commitments required by the RFP will not be changed unless approved by the

ADOC in writing. Staffing will include any individuals named in Vendor's bid at the level of effort proposed, except in cases whereby the ADOC has approved a change.

h) Vendor will verbally notify the ADOC of any actual or impending administrator or director vacancy by the close of the next calendar day after Vendor receives written notice of the vacancy. Within five (5) calendar days of the verbal notification, Vendor will also notify the ADOC in writing regarding the impending or anticipated vacancy.

i) Vendor will not use any inmates in positions related to the delivery of any Services for any reasons whatsoever. The ADOC restricts the use of inmates to activities of daily living, housekeeping, and maintenance functions only.

6.12 Salary Determination

As a part of the Price Proposal documentation, Vendor is required to submit a completed salary hiring range form. This form will depict by position and category the salary ranges including shift differentials, proposed for entry-level, mid-range (average), and max-hire and express fringe benefits as a percent of salary.

End of Section VI

SECTION VII

COMPENSATION AND ADJUSTMENTS

7.1 Pricing and Intent to Award

To be considered compliant, Vendor must submit an offer for comprehensive mental health services based on the specifications and requirements contained within ADOC RFP No. 0421-08. Vendor pricing must be submitted on the Price Sheet included as Appendix B. Original pricing sheets must include a completed Appendix Form A containing a notarized signature by an individual who is an authorized officer or agent of the company, and can legally bind the company to a contract. The intent to award any contract as a result of this RFP will be based in part upon the price submitted with Vendor's response.

7.2 Payment

Monthly Payments

A payment of one-twelfth (1/12) of the total annual contract amount will be made each month of the contract period. A payment of one-twenty fourth (1/24) of the total annual contract amount will be made for the final month, with the balance to be paid no later than thirty (30) days after the end of the final month, subject to a reconciliation of any adjustments, as required by the contract or as defined in the RFP, that have not been finalized over the previous eleven (11) months of the contract period, and any adjustments required as a result of operations in the final month of the contract period.

Population Adjustments

Should the ADOC average monthly population within the ADOC designated institutions where services are provided increase to a level greater than 26,000 inmates within the confines of the designated facilities for which services are to be delivered, the ADOC shall add Vendor's individual inmate monthly rate as proposed on the Appendix B Pricing Sheet to the base compensation for each inmate in excess of 26,000. Should the average monthly total institutional count decrease to a level less than 23,600, the ADOC shall deduct the individual inmate monthly rate from Vendor's base compensation.

Adjustments for Unfilled Positions

Debit or credit adjustments for all ADOC approved positions will utilize the hourly salary and fringe rate of 18% per position. The actual hours provided under the contract during the quarter will be determined by using the regular hours, as reported by the time clock system at the various ADOC sites. If the time clock is not operational, hours rendered will be based upon a written log

of time in and time out. All time will be rounded to the nearest 1/4 hour. Payback adjustments will apply as outlined in Section 6.5 of the RFP. Debit or credit adjustments will not be made for any time in excess of the regular hours required by the contract.

Vendor's report can also be used as an acceptable means of substantiating hours of service. The ADOC sign-in/sign-out sheets will be utilized as a back up to Vendor's time system. A contracted medical position is not considered unfilled if the contracted employee is on vacation, holiday, sick, FMLA leave, or attending an ADOC or Vendor sponsored training.

Falsification or misrepresentation of actual hours of services provided by any position required by contract to the ADOC will be considered a form of corporate fraud, punishable by federal and state laws. Substantiated evidence of deliberate intent to defraud the State will be cause for immediate termination and result in the forfeiture of Vendor's performance bond.

Retrospective Adjustments for Performance Level

Quarterly adjustments will be made for deficiencies in performance, utilizing the defined performance deficiency adjustment, for failure to maintain a required program level, which will include unfilled positions, and/or unsatisfactory service (or other specified requirements) under the terms of the awarded contract. No performance deficiency adjustments will be made until written notice has been given to Vendor. The procedures for implementing performance level adjustments for unsatisfactory Services will not be initiated until determined by the ADOC that certain Services do not meet the minimum level as specified in the contract. Adjustments will apply as described in Section 6 of the RFP.

Other Performance Level or Compensation Terms

a) Performance deficiency adjustments, material increases to staffing, or other communication regarding material components of the contract including cancellation of the contract, will be communicated only by formal written notice. All notices or other communications required or permitted under this agreement will be in writing and will be deemed to have been duly given if delivered or sent in accordance with the terms specified in the awarded contract.

b) Performance deficiency adjustments, adjustments to compensation, and/or the provisions for adjustments will not limit the rights and remedies of the ADOC for any breach or default of Vendor under the contract.

Prospective Annual Adjustments

a) At the end of each Contract year, the annual budget for services will be reviewed for adjustment as deemed appropriate by the ADOC for application to the subsequent Contract year.

b) At the end of each Contract year, the total annual budget for staffing, including regular hours, overtime, and/or nurse per diem hours is subject to review and adjustment as deemed appropriate by the ADOC to reconcile cost efficiency and the continued satisfaction of program requirements.

End of Section VII

SECTION VIII

OTHER SERVICES AND PROVISIONS

8.1 Records and Reports

Vendor will maintain and provide a monthly report to the ADOC – OHS detailing the number of mental health services, such as:

a) Number of inmates receiving mental health services by category of care;

b) Number of inmates in receipt of a mental health code by category of code and facility;

c) Number of self-injury incidents;

d) Number of suicide attempts/completions;

e) Number of inmates placed in restraints;

f) Number of inmates prescribed psychotropic medication;

g) Number of involuntary medication;

h) Number of individual contacts;

i) Number of group contacts;

j) Number of admissions and discharges on Intensive Stabilization and Residential Treatment Units;

k) Number of placements in a safe cell and length of stay;

l) Number of groups scheduled;

8.2 Public Information

Vendor will not publish any findings based on data obtained from the operation of the contract without the prior written consent of the ADOC, whose written consent will not be unreasonably withheld. The ADOC may release without consent of Vendor any document or data subject to release pursuant to the State of Alabama Open Records Law, requests by the State Legislature, or any other allied state agency.

8.3 Research

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of inmate activities, will be conducted without the prior written consent from the Commissioner's Office of the ADOC. Vendor and the ADOC must agree upon the conditions under which the research will be conducted. Research will be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project will be obtained prior to the inmate's participation.

8.4 Office Space, Equipment, and Inventory Supplies

The ADOC will provide Vendor with office space, facilities as designated by the ADOC, and utilities except for long distance telephone services (which will be by credit or billed for services from the facility) to enable Vendor to perform obligations and duties. The provision of telephones, voice mail, and/or dedicated communication lines will be limited to existing services. Additional services will be at the expense of Vendor.

Vendor will use and maintain the equipment and supplies in place at the designated facilities at the commencement of the contract in the performance of its responsibilities under the contract and will return all such equipment and any new and/or purchased equipment, in good state of repair and working order, and any remaining supplies to the ADOC upon termination of the contract. Thirty (30) days prior to the termination of the contract, representatives from the ADOC, current Vendor, and successful Vendor will tour the designated institutions to determine the condition of said equipment.

Current Vendor will convey, transfer, assign, or otherwise make available to successful Vendor any and all service contracts and/or warranties that are in force and effect at any time during the term of the contract with respect to equipment used in the mental health units of the designated facilities.

8.5 Miscellaneous Provisions

a) Vendor will cooperate with the ADOC in answering surveys and questionnaires from allied agencies.

b) Vendor will conduct medication non-compliance groups, relevant to mental health care, within each major ADOC facility.

c) In the event of a facility crisis, Vendor will provide the ADOC employees with mental health crisis intervention. This will be limited to a one-time consultation, with referral to community services, per employee per event.

d) Administrative Regulation 601 allows for the establishment of a co-pay program. Currently, the ADOC charges inmates a $3.00 fee for each primary visit initiated by the inmate to a facility sick call. Inmates in receipt of mental health services, however, are exempt from this co-pay requirement.

e) The Alabama Department of Corrections houses inmates from other states within Alabama facilities. Vendor will be responsible for providing all necessary mental health services to these inmates. Unless an emergency is involved, Vendor will contact the sending states for advance authority in writing before incurring psychiatric expenses for which the sending state is responsible. In an emergency, Vendor may proceed with the necessary treatment without prior authority, but in every such case Vendor will notify the sending state immediately and furnish full information regarding the nature of the disorder, type of treatment provided, and the estimated cost thereof.

f) From time-to-time, the Parole Board finds it necessary to return a parolee to the ADOC facility for intensive supervision. These Pre-Revocation parolees will be provided necessary mental health services as soon as they are added to a facility count while on Pre-Revocation status.

g) Permanent party inmates assigned to Work Release Centers, Community Based Facilities, and/or Annexes will be provided the full range of mental health treatment as defined in out-patient services as those in major institutions where such care is available.

h) Vendor will ensure that a procedure is in place for timely payment of all accounts payable. Invoice and billing paying practices that reflect negatively on the ADOC will be scrutinized. Failure on the part of Vendor to pay bills within sixty (60) days of receipt or have an agreed upon payment schedule will result in a penalty. The ADOC will withhold a portion of the monthly payment until the situation has been rectified.

i) Vendor will provide independent contractors and subcontractors with a utilization management protocol as a component of Vendor agreement with the provider. This protocol will delineate utilization review non-payment criteria. Any non-payment, in whole or in part, to a provider or service, will be explained in writing with a copy to the ADOC. Disputed charges may be reviewed by the ADOC and final resolution regarding payments rests with the ADOC. Vendor will reimburse all sub-contractors within sixty (60) days of the date of billing or face potential assessment by the ADOC.

j) Vendor will provide <u>designated</u> mental health staff with cell phone and/or pager service as well as daily individual computer access with an internet provider, to ensure current available medical assessment and treatment information, and that they may be contacted while off-site.

k) Vendor will notify and consult with the ADOC prior to discharging, removing, or failing to renew the contracts of professional staff and sub-contractual vendors. Vendor will be responsible for all dealings with its subcontractors and will answer all questions posed by the

ADOC regarding them or their work.

l) All contractual staff (both employees and independent contractors) will be required to comply with sign-in and sign-out procedures on an official Department of Corrections time keeping form.

m) All personnel hired by Vendor as well as subcontracted employees must be at least twenty-one (21) years of age to work in any ADOC facility covered by the contract.

8.6 Disclaimer

The Department of Corrections reserves the right to cancel this RFP, reject any or all proposals, and/or seek additional proposals. The Department also reserves the right to award one or more professional service contracts that it determines to be in the best interest of the State and the Department. All services may be awarded to one (1) professional service provider or the Department may award different services described in the RFP to different providers. The Department is not responsible for any associated cost incurred by Vendor in the preparation of their proposal or in any processes associated with its participation.

End of Section VIII

APPENDIX A

VENDOR AUTHORIZATION TO SUBMIT PROPOSAL

_____ agrees to furnish the services described

in this proposal in response to the ADOC, RFP NO. 0421 – 08, dated _____ at the prices shown and guarantees that each item proposed meets or exceeds all specifications, terms, conditions, and requirements listed herein.

Respondent's Proposal and Pricing Valid for _____ Days

Prospective Respondent's Telephone Number _____

I hereby affirm I have not been in any agreement or collusion among or in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding or otherwise.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

Company Name _____

Mailing Address _____

City, State, Zip _____

Date _____

Sworn to and subscribed before me and given under my hand and official seal this the

_____ day of _____.

_____
NOTARY PUBLIC
My Commission Expires: _____

APPENDIX B

PRICE SHEET

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

PRICES ARE SUBMITTED AS INDICATED BELOW:

CONTRACT TERM	Total Cost	Cost Per Inmate	Monthly Cost Per Inmate above AMP of 26,000	Monthly Cost Per Inmate below AMP of 23,600
November 3, 2008 Sept 30, 2009				
October 1, 2009 Sept 30, 2010				
October 1, 2010 Sept 30, 2011				
Total Cost for 3 contract period term				

CONTRACT YEAR (OPTION)	Total Cost	Cost Per Inmate	Monthly Cost Per Inmate above AMP of 26,000	Monthly Cost Per Inmate below AMP of 23,600
October 1, 2011 Sept 30, 2012				
October 1, 2012 Sept 30, 2013				
Total Cost for 2 option years				

APPENDIX C

PROPOSED TIMELINE
AND
TOUR SCHEDULE

Proposed Timeline

1. Release of RFP	April 25, 2008
2. Bid Conference	May 5, 2008
3. Facility Tours	May 6 – 7, 2008
4. Vendor Questions deadline	May 15, 2008
5. ADOC Question response deadline	May23, 2008
6. Proposal Due Date	June 6, 2008
7. Bid Opening	June 9, 2008
8. Presentations	June 16, 17, and 18, 2008
9. Recommendation to Commissioner	July 11, 2008
10. Submit to Contract Review Committee	July 28, 2008
11. Contract Review Committee	August 7, 2008
12. Contract Start Date	November 3, 2008

Tour Schedule

Suggested attire: business casual, walking shoes.
Institution Information: driver license, no purses, money, or cell phones.

1. May 6, 2008

    a) **Kilby CF at 10:00 a.m.**
    12201 Wares Ferry Road
    Mt. Meigs, AL 36057
    334-215-6600

    b) **Tutwiler PFW at 1:30 p.m.**
    8966 US Hwy 231 N
    Wetumpka, AL 36092
    334-567-4369

2. May 7, 2008

    a) **Bullock CF at 9:00 a.m.**
    104 Bullock Drive
    Union Springs, AL 36089
    334-738-5625

    b) **Donaldson CF at 3:00 p.m.**
    100 Warrior Lane
    Bessemer, AL 35023
    205-436-3681

Directions

To **Kilby CF** from ADOC Central Office, 301 S Ripley St, Montgomery, AL:

1. From front of building turn left onto Ripley Street.
2. Turn right onto High Street.
3. Go 2 lights and turn left onto Decatur.
4. Stay in left lane, go under I-85 overpass, and make a left onto Arba Street.
5. Merge on I-85 N towards Atlanta.
6. Stay on I-85 until you get to exit 11 - Mitylene.
7. Turn left at light.
8. Go under I-85 overpass and make a right at the light.
9. Then make an immediate right onto a service road.
10. Follow the service road until you come to a stop sign.
11. Turn left at the stop sign onto Wares Ferry Road.
12. Kilby will be about a mile up the road on the right.

To **Tutwiler PFW** from Kilby CF:

1. From Kilby turn left onto Wares Ferry Road.
2. Turn right onto Service Road.
3. Follow service road until you come to a stop sign.
4. Turn left at stop sign and go to light.
5. At light turn left and merge onto I-85 S towards Montgomery.
6. From I-85 S exit onto Eastern Ave.
7. Merge right onto Eastern Ave.
8. Follow Eastern Ave. to HWY 231 N exit.
9. Turn right onto HWY 231 N.
10. Stay on HWY 231 N until you come to Tutwiler PFW in Wetumpka.
11. Tutwiler PFW will be on the right.

To **Bullock CF** from Montgomery, AL:

1. Take I-85 N towards Atlanta.
2. Take Waugh exit.
3. At stop sign take a right.
3. You will see a BP Station on HWY 80.
4. At stop sign take a left onto HWY 80.
5. Go pass the BP Station a very short distance and turn right onto County Road 107.
6. Take CR 107 until it T's into HWY 110 and turn left.
7. Take HWY 110 until it T's into HWY 82 and turn left.
8. Stay on HWY 82 E through the town of Union Springs.
9. Once through Union Springs HWY 82 E turns into a 4 lane highway.
10. Take HWY 82 E about 1 ½ miles and Bullock CF will be on the left.
11. When you pass the National Guard building on the right start to slow down. There is no turn lane for Bullock CF.

To **Donaldson CF** from Union Springs, AL:

1. From Bullock turn right onto HWY 82 W.
2. Follow HWY 82 W through Union Springs to HWY 110 bearing right.
3. Take HWY 110 to CR 107 and turn right. CR 107 will T into HWY 80.
4. Turn left onto HWY 80.
5. At BP Station turn right onto I-85 merge.
6. Go over the I-85 overpass and turn left onto I-85 S towards Montgomery.
7. Take I-85 S to I-65 N towards Birmingham.
8. Take I-65 N to I-20 W/ I-59 S in Birmingham.
9. From I-65 merge left onto 20/59 towards Tuscaloosa.
10. Take exit 115 right towards Allison-Bonnett Memorial Dr. in Hueytown.
11. Bear right onto CR-56 W / Allison-Bonnett Memorial Dr.
12. Go about 8 miles and turn right onto CR-46 / Taylors Ferry Rd.
13. Go about 10 minutes and turn left onto Warrior Lane.

APPENDIX D

BRADLEY V. HALEY
AGREEMENT OF EXPERTS
AUGUST 8, 2000

The Bradley Agreement set standards and enhanced the provision of care for mental health services within the ADOC. To further establish these services, the Department issued a series of Administrative Regulations to delineate policy and procedures for the delivery of mental health care. Vendor must comply with and adhere to these treatment regulations. The ADOC Administrative Regulations for mental health are consistent with NCCHC standards.

Definitions

1. Serious Mental Illness:

   A substantial disorder of thought, mood, perception, orientation, or memory, such as those that meet DSM IV criteria for Axis I disorders: schizophrenia, schizoaffective disorder, psychic disorders due to substance abuse or general medical condition, major depression, bipolar disorder, and organic conditions resulting in significant and debilitating psychotic symptoms or cognitive impairment; or persistent and disabling Axis II disorders. A serious mental illness significantly impairs judgment, behavior, the capacity to recognize reality or cope with the ordinary demands of life within the prison environment, and is manifested by substantial pain or disability. Serious mental illness requires a mental health diagnosis, prognosis and treatment, as appropriate, by mental health staff. Beds/staff providing substance abuse treatment, sex offender treatment or correctional case management are not included in this definition.

2. Mental Health Professional:

   Staff who by virtue of their training and experience are qualified to provide mental health treatment within the provisions of the state's licensure laws. Mental health professionals include psychiatrists, licensed psychologists, masters degree psychology associates, masters degree social workers, professional counselors, registered nurses, licensed practical nurses, and mental health technicians with extensive training and experience in mental health care.

   a) Mental health nurses will receive a minimum of seven days of classroom training in serious mental illness, ADOC policies and procedures, psychotropic medication, and medication education techniques, and then will spend an additional three days co-leading mental health nursing groups.

   b) Mental health technicians will receive a minimum of five days of classroom training in serious mental illness and ADOC policies and procedure and an additional five

days of training in conducting mental health groups.

3. Individual Counseling:

   A one-to-one session between a mental health professional and an inmate addressing current problems or problems referenced in the inmate's treatment plan. Session occurs within a setting that permits confidentiality and a progress note in the inmate's medical record documents the session.

4. Group Programming:

   Structured clinically-driven interventions that are facilitated by mental health staff and offered to inmates on a regular basis. Programming includes psycho-educational groups, unstructured support groups, and structured activities. The type of programming offered to an inmate is based on the inmate's level of functioning and is designed to implement an individualized treatment plan.

5. Mental Health Rounds:

   Mental health rounds are completed weekly in segregation units to ensure that inmates previously identified as having serious mental illness receive continuous mental health services while so confined and to ensure that inmates exhibiting signs of serious mental illness in confinement are detected and treated in a timely manner. Rounds include brief verbal contact with every confined inmate; inquiry into any problematic inmate behaviors observed by security staff; and referrals for mental health assistance upon inmate request. Mental health rounds are conducted for purposes of identification and referral of inmates and do not serve as a substitute for on-going treatment of inmates in this setting.

6. Treatment Plan:

   A document that lists the individual inmate's problems as assessed by the psychiatrist, psychiatric nurse, psychologist, and other staff, such as substance abuse and educational staff. The treatment plan also lists the interventions aimed at addressing the problems, the frequency with which the interventions will be provided, and the anticipated goals to be achieved. Progress notes refer back to the problems on the treatment plan.

Levels of Care

1. Crisis Intervention Services:

   Mental health professional is on-site during working hours to address inmate crises on a daily basis. Psychiatric consultation is available. "Safe" cells as well as appropriate beds and restraints are provided for crisis intervention. When an inmate requires placement in a crisis cell, mental health staff provide daily monitoring and documentation on workdays. Trained medical staff in consultation with the on-call psychiatrist provides the monitoring

and documentation on weekends and holidays. Trained correctional officers will monitor inmates in crisis cells at regularly scheduled intervals specified by policy and as clinically indicated. If the crisis is not resolved within seventy-two hours, the inmate is transferred for intensive psychiatric stabilization.

2. Intensive Psychiatric Stabilization:

   Treatment for acute episodes of serious mental illness/risk of self-harm seeking the stabilization that permits treatment in a less restrictive setting in a reasonable time requires a team approach with a psychiatrist, mental health professional, and mental health nurses. Available resources will include psychiatric evaluation and treatment, psychological evaluation and testing, the ability to provide involuntary medication, and twenty-four hour mental health nursing coverage. Unless clinically contraindicated, inmates will be provided out-of-cell time equal to that of inmates of the same security level without mental illness. If an inmate does not stabilize within a reasonable period of time (i.e. thirty days), the case will be referred for review by the ADOC Director of Treatment or designee for consideration of transfer for inpatient psychiatric treatment.

3. Inpatient Psychiatric Treatment:

   Treatment for acute episodes of serious mental illness/risk of self-harm that do not respond to intensive psychiatric stabilization efforts within the prison system requires a multidisciplinary treatment approach to include psychiatrist, psychologist, social worker, activities staff, and twenty-four hour psychiatric nursing coverage. Individual treatment plans and the ability to provide involuntary medication are essential.

4. Residential Treatment:

   Specialized placement for inmates whose serious mental illness or cognitive impairment compromises the inmate's ability to function within the general prison population. The goal is to provide a supportive environment while assisting the inmate to develop the coping skills that will permit placement in the general prison population with out-patient follow-up. This requires a multidisciplinary treatment team approach to include a psychiatrist, mental health professional, activities staff, and mental health nurses. Available resources will include psychiatric evaluation and treatment, psychological evaluation and testing, counseling services (individual and group programming related to treatment compliance and life skills, for example, stress management and anger management), and recreational activities. Individual treatment plans will be formulated by each member of the treatment staff involved in the inmate's care and will then be integrated and reviewed with the inmate at a treatment team meeting. Unless clinically contraindicated, inmates will be provided out-of-cell time equal to that of inmates of the same security level without mental illness.

5. Outpatient Treatment:

   Initial treatment or follow-up of inmates with serious mental illness, significant stress-related problems, or cognitive impairment who are able to function adequately within the general prison population. This requires a team approach to include a psychiatrist, psychiatric nurse, and mental health professional. Individual treatment plans will be reviewed every six months if no change in inmate's functioning, psychiatric monitoring will occur no less than every ninety days, mental health staff monthly follow-up, mental health nurse monitoring of medication compliance, supportive counseling/programming, and increased monitoring when an inmate is in segregation are essential. Outpatient inmates will have the same access to institutional programming and jobs as other general prison population inmates.

Elements of Adequate Treatment

1. Access to the most effective and appropriate psychotropic medication recommended by the treating psychiatrist.

2. Inmate informed consent for medication documented on consent form or by a legible note from the psychiatrist using a standardized stamp indicating that the potential benefits and side effects of the prescribed medication have been discussed with the inmate and the inmate has agreed to accept the medication.

3. Psychiatric or psychological individual contact as clinically indicated.

4. Mental health staff (not including psychiatrist) individual contact at least monthly.

5. Nursing monitoring of medication compliance and required laboratory testing.

6. Medication education.

7. Counseling/programming to increase coping skills and provide support.

8. Activities to promote socialization.

9. Access to adequate out-of-cell time and outdoor recreation. Unless clinically contraindicated, inmates will be provided out-of-cell time equal to that of inmates of the same security level without mental illness.

Staff Training

1. All correctional officers will be trained in early warning signs of mental illness, referral to mental health services, suicide prevention, crisis intervention measures, and use of restraints at pre-service training. All officers will receive four to six hours of annual training in mental health issues.

2. All mental health staff and correctional officers assigned to mental health and confinement units will receive two days of advanced training in understanding mental illness, different types of mental illness, effective management of inmates with serious mental illness, crisis intervention strategies, psychotropic medication, treatment planning, and mental health policies and procedures.

ADOC Oversight – Quality Assurance

1. Mental Health Care will comply with NCCHC standards.

2. The ADOC will monitor Vendor's performance.

3. The ADOC will develop a comprehensive quality assurance program that includes, but is not limited to, continuity of care, high risk/low frequency events, and monitoring of utilization.

Number of Beds and Staffing Ratios for Each Level of Care

1. Reception Mental Health Screening/Evaluation Process

   a) Initial Mental Health Screening will be conducted by a mental health nurse using a standardized screening instrument. When indicated, the mental health screening nurse will immediately refer to mental health staff during working hours and consult with on-call mental health staff when indicated during non-working hours. Supply of interim medication if prescribed prior to admission. If indicated, the on-site medical physician or available psychiatrist will prescribe a fourteen-day supply of medication until a scheduled psychiatric evaluation is completed.

   b) Reception evaluations by mental health staff using standardized evaluation instrument.

   c) Inmate orientation to mental health services.

   d) Comprehensive mental health evaluations by psychiatrist for inmates who may potentially have a serious mental illness. Standardized evaluation format to include: current complaint, past history of psychiatric treatment and medication, medical history, family history, substance abuse history, brief social history, mental status exam, DSM IV diagnosis, and psychiatric input for treatment plan.

   e) Multidisciplinary treatment planning for inmates with serious illness. Each mental health staff member involved in evaluation will develop specific items for a treatment plan. The plan will be integrated and reviewed with the inmate at a treatment team meeting. The psychiatrist is the chair of the treatment team.

   f) Classification system that is descriptive of inmate's mental health needs and will permit system-wide tracking of inmates with serious mental illness.

Staff Responsibilities

1. Psychiatrist:
   Comprehensive evaluation that provides DSM IV diagnosis and initial ideas for treatment plan; participation in multidisciplinary treatment planning.

2. Mental Health Nurse:
   Verify inmate prior psychotropic medication; assist in psychiatric clinic; participation in multidisciplinary treatment planning; medication education; documentation of medication effectiveness and side-effects.

3. Psychologist:
   Provide oversight; provide comprehensive evaluation when referred inmate has not been receiving psychotropic medication; interpret psychological testing; participation in multidisciplinary treatment planning.

4. Mental Health Professional:
   Conduct reception evaluations; participation in multidisciplinary treatment planning.

5. Clerical Support/Data Input:
   File mental health information into medical record; data input for mental health classification; transcription of psychiatric evaluations; process requests for prior treatment records.

2. Intensive Psychiatric Stabilization Units

a) The goal of the ISU is to provide relatively short-term intensive mental health care and to reduce acute symptoms. If the inmate does not stabilize within thirty days the ADOC Director of Treatment or designee will consider transfer for inpatient psychiatric treatment.

b) Service Delivery Requirements:

1. Mental health staff will control admissions and discharges to and from mental health units.

2. Multidisciplinary staff and treatment planning. Individual staff members involved in inmate's treatment will develop specific items for a treatment plan. The plan will be integrated and reviewed with the inmate at a treatment team meeting. The psychiatrist is the chair of the treatment team.

3. Twenty-four hour nursing coverage assigned to the intensive psychiatric treatment unit.

4. Admission and discharge assessments by nursing staff and psychiatrist.

5. Treatment includes: assessment by psychiatrist for need for psychotropic medication, counseling (individual and short-term programming focused on symptom management and treatment compliance), occupational and/or recreational activities.

6. Designated trained correctional officers (security posts are permanent posts with relief officers providing coverage in designated officer's absence) and sufficient security coverage to permit active treatment and adequate out-of-cell time equal to that of inmates of the same security level without mental illness.

c) Bed/treatment space:

1. Treatment beds are based on the assumption that two to three percent of the inmate population will require intensive psychiatric stabilization at any point in time requiring forty-two to sixty-three beds.

    a) Donaldson will operate twenty to twenty-four ISU beds.

    b) Bullock will operate fifteen to thirty ISU beds.

    c) Tutwiler will operate five to eight ISU beds.

2. ISU units will provide adequate space for programming and staff offices.

<u>Staff Responsibilities</u>

1. Psychiatrist:
   Initial/discharge assessments; frequent monitoring; participation in multidisciplinary treatment planning.

2. Psychologist:
   Available for consultation and psychological assessment.

3. Mental Health Professional:
   Conduct individual and small group clinically driven programming; mental health liaison for assigned inmates; participation in multidisciplinary treatment planning.

4. Mental Health Nurse:
   Initial/discharge assessments; medication administration; track medication compliance and laboratory testing; provide medical monitoring of inmates on watch or in restraint; medication education; documentation of medication effectiveness and side-effects; participation in multidisciplinary treatment planning.

5. Activities Technician:
   Provide individual and group clinically driven programming; participation in multidisciplinary treatment planning.

6. Clerical Support:
   File mental health documentation; develop databases to ensure inmate receives treatment as established by policy.

3. Residential Treatment Units

a) The goal of the RTU is to provide a supportive milieu and meaningful programming as well as to facilitate reintegration of the inmate into the general prison population. While some inmates will be able to make transition to outpatient services, others will require permanent placement.

b) Service Delivery Requirements:

1. Admission and discharge are based on clinical mental health staff decisions.

2. Graduated level system based on inmate's clinical condition.

3. Multidisciplinary treatment planning. Individual staff members involved in inmate's treatment will develop specific items for a treatment plan. The plan will be integrated and reviewed with the inmate at a treatment team meeting. The psychiatrist is the chair of the treatment team.

4. Intensive counseling/programming provided by mental health professionals, mental health nurses, and activities technicians.

5. Designated trained correctional officers (security posts are permanent posts with relief officers providing coverage in designated officer's absence) and sufficient coverage to permit active treatment 8 a.m. to 4 p.m., to permit out-of-cell time from 8 a.m. to 8 p.m., and to permit adequate access to outdoor recreation.

6. Mental health staff will not be responsible to conduct monitoring of out-of-cell time.

c) Bed/treatment space:

1. Treatment beds are based on the assumption that two percent of the inmate population will require residential treatment placement at any point in time requiring four hundred and forty seven beds.

    a) Donaldson will operate 127 RTU beds.

    b) Bullock will operate 250 RTU beds.

    c) Tutwiler will operate 35 – 62 RTU beds.

    d) Limestone will operate 8 RTU beds.

2. RTU units will provide adequate space for programming and staff offices.

Staff Responsibilities

1. Psychiatrist:
   Initial/discharge assessments; mental status and medication monitoring; participation in multidisciplinary treatment panning.

2. Psychologist:
   Available for consultation and psychological assessment.

3. Mental Health Professional:
   Conduct group clinically driven programming; mental health liaison for assigned inmates; participation in multidisciplinary treatment planning.

4. Mental Health Nurses:
   Initial/discharge assessments; track medication compliance and laboratory testing; medication education; documentation of medication effectiveness and side effects; participation in multidisciplinary treatment planning; not responsible for routine medication administration.

5. Activities Technician:
   Provide group clinically driven programming and activities; participation in multidisciplinary treatment planning.

6. Clerical Support:
   File mental health documentation; develop databases to ensure inmate receives treatment as established by policy.

4. Outpatient Services

a) Outpatient services for inmates with serious mental illness, significant stress-related problems or cognitive impairment who are able to function adequately within general population include: multidisciplinary treatment planning; monitoring by a psychiatrist as clinically indicated (no less than every ninety days); routine follow-up (at least monthly) by a mental health professional; monitoring of medication compliance; psycho-educational and supportive programming; mental health consultation to disciplinary process; and discharge planning.

b) Bed/treatment space:

Requires adequate number of mental health "safe" cells (two per institution), adequate mental health programming, and adequate office space at each institution.

Staff Responsibilities

1. Psychiatrist:
   Provide medication and mental status monitoring as clinically indicated; provide assessment of inmates in crisis cells; participation in multidisciplinary treatment planning.

2. Psychologist:
   Provide supervision and oversight to institution's mental health programs; provide daily follow-up of inmates in crisis cells; conduct psychological evaluation/assessment based on treatment team referral; participation in multidisciplinary treatment planning.

3. Mental Health Professional:
   Conduct mental health rounds of segregation units; provide clinically driven programming; mental health liaison for assigned inmates; provide mental health consultation to disciplinary hearings; participation in multidisciplinary treatment planning.

4. Mental Health LPN:
   Assist in psychiatric clinics; track medication compliance and laboratory testing; medication education; documentation of medication effectiveness and side-effects; participation in multidisciplinary treatment planning; not responsible for routine medication administration.

5. Clerical Support:
   File mental health documentation; maintain mental health databases to ensure inmate receives treatment as established by policy.

5. Regional Office Management

Staff Responsibilities

1. Psychiatrist:
   Provide system-wide oversight and supervision of psychiatric services; monitor prescribing practices and practices related to psychotropic medication; policy consultation; leadership for quality assurance program.

2. Program Director:
   Provide system-wide oversight and supervision of contracted mental health services; monitor individual and group counseling and programming; staff recruitment/evaluation; develop/conduct/coordinate pre-service and annual in-service training for ADOC staff; implement enhanced training in serious mental illness for staff assigned to mental health and segregation areas; coordinate mental health staff development activities.

3. Clerical Support:
   Provide clerical support for Regional Office clinical team; maintain databases to monitor utilization of mental health beds.

APPENDIX E

ADOC
MENTAL HEALTH SERVICES

Scope of Mental Health Services

The mental health system within the Department is a comprehensive program developed to address the emotional needs of those inmates in receipt of such services. The system has five major levels of care:

1. Reception Evaluations
2. Intensive Stabilization Units (SU)
3. Residential Treatment Units (RTU)
4. Outpatient Services
5. In-patient Psychiatric Care

The Department has a policy on the Involuntary Administration of Psychotropic Medication. This policy, combined, with the establishment of Intensive Stabilization Units and Residential Treatment Units, allows the ADOC to more effectively manage and treat those inmates who suffer from mental illness.

Reception Evaluations

1. An important aspect of treatment is the early identification of inmates who suffer from mental illness and implementing assessments for the appropriate therapeutic intervention. Enhanced evaluation services for the early identification of mental illness and suicidal behavior with access to intervention is essential.

2. Reception evaluations are psychological assessments that address two needs. First, these evaluations provide a comprehensive history of the inmate's mental health along with treatment recommendations. Second, these assessments provide Classification with useful information regarding the inmate's appropriateness for custody status and any specialized treatment or housing requirements that would benefit the inmate while incarcerated.

3. Initial evaluations will be completed within 72 hours of the inmate arriving at a Reception Center. Nursing is required to complete a screening, which includes a brief mental health assessment conducted no later than 24 hours after arrival at a Reception Center. When Nursing identifies an inmate who has a history of emotional difficulties or is entertaining suicidal ideas, an immediate referral will be made to an appropriate mental health professional, such as a psychologist or a psychiatrist. The referral will be in the form of a written assessment along with any verbal

communication. If the nursing assessment is conducted after hours, the on-call psychologist will be contacted. If placement on a Stabilization Unit is warranted, the designated mental health professional will make the necessary arrangements to effect a transfer to the appropriate unit.

Stabilization Units

1. Stabilization Units (SU) will be located at the following institutions: a) Donaldson, b) Bullock, and c) Tutwiler.

2. The goal of these units is to provide short-term intensive mental health care to reduce acute symptoms, stabilization, or transfer to an in-patient psychiatric hospital. These units provide 24 hour nursing coverage. Psychiatric coverage will be on-call 24 hours a day.

Multidisciplinary Treatment Team

Each Stabilization Unit will utilize a multidisciplinary treatment team approach. The team will minimally be comprised of a psychiatrist, psychologist, mental health professional, mental health nurse, and a correctional officer. The treatment team will be responsible for directing an inmate's treatment and discharge while assigned to the unit.

Criteria for Admission to a Stabilization Unit

1. Suicidal thoughts or other indicators of imminent self-harm.

2. Overt signs of emotional instability;

    a) Abrupt behavioral changes that require close observation and monitoring.

    b) Inappropriate or unusual behavior that may be indicative of underlying emotional disturbance.

    c) Decompensation in level of mental functioning due to medication non-compliance.

3. The psychologist and/or psychiatrist will clinically determine admission to a SU.

4. Nursing assessment will include consideration of all relevant medical, mental health, and medication issues.

5. A mental status evaluation will be completed within 24 hours of an inmate being assigned to a SU. A comprehensive treatment plan will be formulated and documented within 48 hours of placement on the SU. This treatment plan will clearly outline relevant clinical issues and proposed treatment modalities to ameliorate the current crisis.

Treatment Services on the Stabilization Unit

Treatment interventions will focus on goals formulated in the treatment plan.

Discharge from a SU

The multidisciplinary team will determine when an inmate is sufficiently stabilized to be discharged. The multidisciplinary team will outline any additional mental health needs or medical services which the inmate may benefit. These assessments will be documented in the inmate's medical record.

Residential Treatment Units

1. The goal of the Residential Treatment Unit (RTU) is to stabilize, support, and ensure positive reintegration of the inmate into a regular general prison population. The inmate will receive multidisciplinary treatment. Admission to and discharge from these units will be based on clinical decisions, supported by documentation in the medical record.

2. Residential Treatment Units will be located at the following institutions: a) Donaldson, b) Bullock, c) Tutwiler, and d) Limestone.

Criteria for Admission to an RTU

1. Discharge from a Stabilization Unit.

2. Chronic mental illness with a poor adjustment to the general prison population.

3. Abrupt behavioral change lending to poor reality contact.

Treatment Services

1. Within 24 hours of placement on a RTU, nursing staff will complete a nursing assessment, documenting relevant findings in the inmate's medical record.

2. Within 48 hours of placement on a RTU, the inmate will be interviewed by the treatment coordinator and have a treatment plan developed outlining short-term and long-term goals. The treatment plan will also recommend appropriate programming. A day treatment program model will be utilized.

3. The program staff will be multidisciplinary in nature. Treatment programs will be provided 8:00 a.m. – 8:00 p.m. Monday through Friday. Weekend coverage may be provided as available. An inmate assigned to a RTU unit will be programmed with as much out of cell time as clinically directed by the treatment plan.

Discharge Procedures

1. Every inmate on a RTU will be reviewed by the multidisciplinary treatment team at least monthly to document the inmate's progress towards achieving treatment plan goals. These reviews will be documented in the inmate's medical record. When the treatment team feels that the inmate has sufficiently benefited from treatment, a recommendation will be made in the discharge summary to have the inmate returned to institution of origin.

2. Once discharged from the unit, the on-site mental health administrator will be responsible for contacting the ADOC psychologist at the institution where the inmate is assigned so as to ensure continuity of care.

Outpatient Services

Outpatient services are required to be sufficient enough so that inmates discharged from a RTU will have ample programming available to them in the general prison population.

In-patient Services

In-patient psychiatric care is provided through the civil commitment process at the probate court. Such services are provided at Bullock CF and Tutwiler PFW.

Staff Training

1. Disciplinary Hearing Officers will receive additional and ongoing training on the presenting signs and symptoms of a mental illness.

2. Administrators and ADOC staff will also require ongoing training in the management of mentally ill inmates.

3. Staff training is essential because the provision of mental health services ultimately reduces disciplinary problems and assaults on staff and other inmates. Staff training also results in fewer emergencies because staff are more aware of an inmate's level of functioning and more effectively provide intervention services.

4. Training offered to other personnel will be similar to that offered to those who work on the SU and RTU.

Mental Health Workshops on the RTU

Each Residential Treatment Unit will offer a range of planned scheduled treatment to foster the well-being of inmates assigned to the unit. Treatment topics include, but not limited to:

1. Medication Management: can range from teaching the inmate about the reasons for and effects of medication to programs designed to reduce or eliminate the use of medication.

2. Cognitive Retraining: is a structured group learning program to enhance self-awareness, develop self-control, learn problem solving techniques, and improve interpersonal communication.

3. Stress Management: teaches how to recognize and appropriately deal with stress. Various relaxation techniques are taught.

4. Anger Management: teaches awareness of the many facets of anger, understanding anger, and how to appropriately deal with anger.

5. Activity Therapy: includes planned supervised group and/or individual activities that provide appropriate physical release, an opportunity to learn group cooperation and enhance attention/ concentration skills.

6. Social Skills Training: a series of group and/or individual exercises designed to develop an awareness of one's impact on others, reduce negative interactions, and promote positive social experiences.

7. Biblio-therapy: includes the use of books, pamphlets, and videotapes to facilitate personal growth and increase one's understanding of life in general.

APPENDIX F

ADOC ADMINISTRATIVE REGULATIONS
MENTAL HEALTH SERVICES

The ADOC has established departmental administrative regulations addressing the provision of mental health care. Vendor must comply with and adhere to these treatment regulations. The ADOC administrative regulations for treatment are consistent with NCCHC standards.

AR 600 Mental Health Services
AR 601 Mental Health Forms and Disposition
AR 602 Mental Health Definitions and Acronyms
AR 603 Autonomy in Mental Health Decisions
AR 604 Confidentiality in Mental Health Services and Mental Health Documentation
AR 605 Mental Health Staff Participation in Forensic Evaluations
AR 606 Mental Health Quality Improvement Program
AR 607 Mental Health Staff Orientation
AR 608 Staff Training in Mental Health
AR 609 Referral to Mental Health Screening
AR 610 Reception Mental Health Screening
AR 611 Inmate Orientation to Mental Health Services
AR 612 Reception Mental Health Evaluations
AR 613 Mental Health Coding and Tracking of Inmates
AR 614 Intra-System Mental Health Transfers
AR 615 Psychiatric Evaluation
AR 616 Psychotropic Medication
AR 617 Psychotropic Medication Administration
AR 618 Psychotropic Medication Monitoring
AR 619 Psychotropic Medication and Heat
AR 620 Emergency Forced Psychotropic Medication
AR 621 Administrative Review for Involuntary Psychotropic Medication
AR 622 Treatment Planning
AR 623 Outpatient Mental Health Services
AR 624 Mental Health Segregation Rounds
AR 625 Mental Health Evaluation of Inmates on Segregation Status
AR 626 Mental Health Consultation to the Disciplinary Process
AR 627 Outpatient Crisis Intervention Services
AR 628 Inmate Discharge Planning
AR 629 Inmate Suicide Prevention Program
AR 630 Mental Health Watch Procedures
AR 631 Use of Physical Restraints for Mental Health Purposes
AR 632 Intensive Psychiatric Stabilization Units
AR 633 Residential Treatment Units
AR 634 Transfer to State Psychiatric Hospital

AR 635 Mental Health Documentation Format and Charting Guidelines
AR 636 Mental Health Services: Monthly Reporting
AR 637 Gender Identity Disorder
AR 638 Mental Health Observation

Mental Health Administrative Regulations can be found on the ADOC website at www.doc.alabama.gov . On the ADOC Home Page, look on the left side under DOC INFO and click on Admin. Regulations. The 600 series will be under Inmate Mental Health Services.

APPENDIX G

LAUBE SETTLEMENT

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
MONTGOMERY DIVISION

FILED

2004 JUN 25 P 6:03

DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

LINDA LAUBE, et al.,	
Plaintiffs,	CIVIL ACTION
v.	
	No. CV-02-T-957-N
DONAL CAMPBELL, et al.,	
	CLASS ACTION
Defendants	

MEDICAL SETTLEMENT AGREEMENT

I. INTRODUCTION

A. Plaintiffs. Plaintiffs in this class action are all women who are now or will in the future be incarcerated in an Alabama Department of Corrections facility. This action was filed seeking declaratory and injunctive relief for violations of their Eighth and Fourteenth Amendment rights. In their complaint, Plaintiffs allege that women with serious medical needs[1] receive constitutionally inadequate medical care.

B. Defendants. Defendants in this case are Donal Campbell, Commissioner of the Alabama Department of Corrections ("ADOC"); Bob Riley, Governor of Alabama; Gladys Deese, warden of Julia Tutwiler Prison for Women; and Mary Carter, warden of Birmingham Work Release. All Defendants are sued in their official capacity. The Plaintiff class and all Defendants are parties to this *Final Medical Settlement Agreement* "*Medical Agreement*"). The term "Defendants" refers to all these Defendants and their successors, agents, and assigns.

C. Scope. This *Medical Settlement Agreement* is submitted and entered into as a settlement of claims for declaratory and injunctive relief regarding medical care as set forth in paragraphs 101-162, 168-171, and 180 in Plaintiffs' *Second Amended Complaint*, filed on December 18, 2002. The United State District Court for the Middle District of Alabama shall retain jurisdiction to enforce the terms of this *Medical Settlement Agreement* and shall preside over any further proceedings, as necessary. The parties hereby agree to the following terms.

[1] For purposes of this Settlement Agreement, "medical" shall refer to physical, mental and dental health care and treatment.

II. ACCESS TO CARE

A. Necessary medical services. Women incarcerated in an ADOC facility are entitled to all medically necessary services in a timely manner. Medical necessity includes control of pain, prevention of disease, prevention of deterioration of function, and reduction of mortality.

B. Daily sick call. Sick call will be available every week day, excluding medical contractor holidays, to prisoners in all areas of the population at all women's facilities, including general population, segregation units or "lock-up cells", isolation units, and special management units. Within 24 hours of being placed in a lock-box, sick-call slips will be reviewed by a nurse, or higher level practitioner according to appropriate written triage protocols. At least one primary care physician (or psychiatrist, for mental health triage) must be involved in developing these protocols and in reviewing and updating them at least every two years. Each physician involved in this process shall sign and date the protocols (including each update) upon his or her review and approval.

A prisoner requesting medical care shall be seen by a nurse trained in physical assessment (and supervised by a Registered Nurse) or a higher level practitioner within 48 hours after her request has been received by health care staff. Any prisoner who is seen by a nurse two consecutive times for the same symptoms will be referred to a higher level practitioner. This does not *require* two sick calls before a patient can be referred to a higher level practitioner; a registered nurse may make such a referral after a single sick call in accordance with appropriate triage protocols. Prisoners presenting symptoms requiring emergency or infirmary care shall be given immediate medical care. Sick call shall not be conducted between midnight and 6:00 a.m.

C. Access to medical care at work release programs. Women housed in ADOC work release programs shall be provided necessary and timely medical care, including care for chronic conditions, as described in this *Agreement*. Women housed in work release may affirmatively opt out and seek medical care from providers other than the ADOC if the prisoner pays for this care herself.

D. Segregation. Medical staff shall be notified promptly when a prisoner is placed in any type of isolation or segregation cell. If a woman is placed in the "lock-up" cell in Birmingham Work Release at a time when no medical staff are on site, medical staff shall be notified of the placement as soon as medical staff return to Birmingham Work Release Center. Upon notification, medical staff shall review the prisoner's medical record to determine whether her existing medical needs make placement in such a cell inappropriate or require that the prisoner receive extra observation, accommodation, or medical attention during her placement in the cell. Medical staff shall document their review and recommendations in the prisoner's medical record and promptly forward a copy to the supervising correctional officer for appropriate action. Prisoners placed in an isolation or segregation cell at Tutwiler Prison must be monitored daily by health care staff. Women placed in the "lock-up" cell in Birmingham Work Release shall have access to a working

intercom system, or shall be monitored by video. Security staff shall conduct visual inspections of the "lock-up" cell at least every 30 minutes, and shall notify medical staff promptly if they suspect that a prisoner in the cell is experiencing a medical problem. Medical monitoring activities must be documented in each prisoner's medical record.

III. INTAKE

A. Intake. All prisoners entering Tutwiler Prison will be medically screened by a nurse or higher level practitioner within 12 hours of admission. The results of this screening shall be documented in each prisoner's medical record. The minimum components of the screening shall include, but shall not be limited to, the following: documented inquiry into current illness, communicable diseases, symptoms of tuberculosis, alcohol/chemical use/abuse history, allergies, current medications, dental status and screening, mental health problems, obstetrical history, current or past mental health treatment, and chronic health problems; observation of state of consciousness, mental status, appearance, conduct, bodily deformities and ease of movement, signs of trauma, signs of rashes and infections; documented explanation of the procedures for access to medical, mental health and dental services. In addition to explaining the procedures for accessing care, ADOC representatives shall provide all prisoners at intake a written description these procedures that the prisoners may keep. A suicide risk assessment using nationally accepted tools shall be conducted at the initial intake screening. Prisoners who are determined to pose a suicide risk at intake or at any other time during their incarceration shall be referred immediately to a qualified mental health provider for further assessment and treatment and shall be placed under an appropriate watch to prevent suicide.

B. Tuberculosis testing. Tuberculin skin test screening shall be performed in accordance with Alabama Department of Public Health regulations and policies, and said test shall be read by a qualified medical provider within 48-72 hours of administration.

C. Initial Physical Exam. The first physical examination must be completed by a physician, physician assistance or nurse practitioner within seven days of intake. For all women, the initial physical exam shall include a pap test, cervical screening for chlamydia and gonorrhea, serum testing for syphilis, and urine screening for pregnancy. Where possible, the intake history and physical exam should be performed by the same individual.

IV. CONTINUITY OF CARE

A. Continuity of care. To ensure continuity of care and prevent lapses in medication, the ADOC, through its agents or contractors, shall develop a written policy and implement a procedure that will ensure that upon admission to Tutwiler Prison, there is no disruption in the continuity of medication for persons with a chronic or acute illness. If a woman can identify her medication at intake at Tutwiler, then the medication shall be continued if the prescription for such medication can be verified by a physician or pharmacist. Where such verification is not obtained within 24 hours of intake, the woman must be seen by a physician or physician's assistant within 48 hours of admission who will prescribe

necessary medication. Continuity and availability of medication and treatment will be maintained when prisoners are transferred between ADOC facilities, between ADOC and hospital facilities, or between ADOC and local detention centers. The ADOC is not responsible for medical care provided at local detention centers.

B. Discharge planning. For women who are in need of further medical care after discharge from the facility, the ADOC, through its agents and contractors, shall develop and implement a program for discharge planning that includes scheduled follow-up appointments and appropriate referrals to community medical and mental health services. Prisoners on prescribed medication shall be given at least a 10-day supply of their medication upon discharge. For prisoners on medication for serious mental illnesses as defined by ADOC Administrative Regulation 455, the ADOC, through its agents and contractors, shall make best efforts to secure an appointment with the community mental health provider for within 10 days of the prisoner's release. If an appropriate appointment cannot be made for within 10 days of the prisoner's release, the prisoner shall be provided an additional 20 days of her prescribed medication, so long as the prisoner signs a written acknowledgement that the packages containing their medications are not child proof. Prisoners taking HIV medications shall be given at least a 30-day supply of medication on release of HIV medications.

The ADOC, or its agents and contractors, shall collaborate with the local office of the Social Security Administration (SSA) to identify and assist prisoners who may be eligible for federal benefits upon release. Collaboration shall include (1) inviting SSA representatives to provide on-site training regarding their pre-release program, (2) notifying prisoners of the pre-release program (including eligibility requirements) and coordinating with volunteers to help women complete applications, (3) identifying potential pre-release applicants and notifying the local SSA office the names, social security numbers, dates of birth, and anticipated discharge date of these women, and (4) providing relevant medical records.

V. MEDICAL SERVICES

A. Periodic health assessments and examinations. The ADOC, through its agents or contractors, shall provide periodic health assessments for women prisoners in accordance with NCCHC standards and protocols promulgated by nationally recognized professional organizations. Women prisoners shall receive annual pap smears unless more frequent pap smears are medically ordered. Women prisoners shall also receive periodic mammograms as recommended by the American Cancer Society. Prisoners with abnormal pap smears or mammograms will be informed about the results of their tests and receive appropriate and timely follow-up testing and treatment based on recommendations of the American Cancer Society or ACOG. Women prisoners shall receive a tuberculin skin test annually or more frequently if exposure to tuberculosis is suspected.

B. Emergency medical services. Emergency medical services, including emergency transport service to community hospitals, will be available twenty-four hours a day, seven

days a week through an on-call physician service and/or on-site health care staff.

C. Dental services. All dentists must be currently licensed. Women requiring treatment for relief of acute oral and maxillofacial conditions characterized by trauma, infection, pain, swelling or bleeding which are likely to remain acute or worsen without intervention, must be provided appropriate dental care (including effective infection and pain control) promptly. Women requiring treatment for the control of extensive subacute dental or oral pathology, must be provided dental care within 30 days. This care shall not be limited to extractions or temporary fillings, but also includes restoring carious teeth, extractions, long-term management of peridontal disease, and endontic and prosthodontic procedures needed to retain or restore essential masticatory function. Women requiring ongoing treatment for chronic dental or oral pathology and for the restoration of essential function must be seen within 60 days. For women who are prescribed dental prosthetics such as dentures, impressions for such prosthetics shall be made as soon as it is medically appropriate to make such impressions. The dental prosthetic shall be available within 60 days of impression. All prisoners will have the opportunity to have their teeth cleaned at least once every 24 months. Individuals at risk of periodontal diseases because of age, tobacco use, rate of accumulation of deposits, medication, or medical conditions such as diabetes or HIV infection, may need to be cleaned more often, in accordance with the standard of care for their conditions.

D. Infection control. An infection control program that includes airborne and blood-borne pathogen control plans conforming to Centers for Disease Control ("CDC") regulations, guidelines and recommendations shall be developed and implemented. The program must include appropriate training for correctional and health care staff consistent with these recommendations and guidelines. The airborne and bloodborne pathogen plans must be reviewed and updated every two years or sooner if appropriate.

E. Tuberculosis prevention and treatment. The ADOC, through its agents or contractors, shall promptly diagnose, and treat any individual with a reasonable suspicion of contagious tuberculosis as directed by the Alabama Department of Public Health. Any individual who reports or exhibits symptoms of tuberculosis, including HIV-positive persons, shall be isolated immediately in a properly functioning negative pressure room and have a chest x-ray as soon as possible but in no event later than 96 hours from the reporting of the symptoms. Follow-up treatment and testing shall be conducted according to the recommendations and guidelines of the CDC. Persons with a positive tuberculin skin test result shall be provided a chest x-ray as soon as possible but in no event later than 96 hours of identification of the positive skin test result. Prisoners with chest x-rays that show possible active tuberculosis infection will receive prompt follow-up evaluation and treatment and will be placed in respiratory isolation until active tuberculosis has been ruled out. Preventive treatment for tuberculosis shall be offered to any prisoner with a positive PPD skin test whose anticipated length of stay is greater than two months. Prisoners who receive positive skin tests or suspicious chest x-rays will be counseled about the meaning of these test results. In the event that an active case of TB is identified in the facility, an appropriate contact investigation as directed by the Alabama Department of Public Health

will be conducted and all potentially exposed individuals will be provided detailed and thorough educational materials about tuberculosis infection. The Alabama Department of Corrections shall maintain appropriate facilities and/or make appropriate referral outside prison facility for respiratory isolation that are consistent with the recommendations of the CDC.

F. Chronic illnesses. The ADOC, through its agents or contractors, shall implement policies and procedures to ensure that the overall standard of care for women with serious chronic medical conditions is consistent with clinical guidelines adopted by the NCCHC as detailed in the *Standards for Health Services in Prisons* and the current clinical guidelines posted on their web-site. For chronic conditions where NCCHC clinical guidelines are not yet available, the ADOC through its agents and contractors, shall provide treatment consistent with nationally accepted clinical guidelines.

For each individual identified with a chronic illness requiring ongoing medical care, a health care treatment plan shall be developed that includes, at a minimum, the following: a written initial evaluation containing short and long range treatment goals by a licensed physician; regular check-ups at least once every 3 months by the chronic care director or higher level practitioner, unless a different period is ordered by a physician; and baseline and quarterly laboratory work and other diagnostics appropriate for the disease. The treatment plan's short and long range goals must be reviewed and updated at least annually in a face-to-face assessment by the attending physician or more frequently as determined by the physician or chronic care director. For patients requiring chronic care, co-payments shall not be assessed for regularly scheduled chronic care clinics.

G. Hepatitis A, B, and C. The ADOC, through its agents and contractors, shall make best efforts to secure grant money to ensure that women are counseled, evaluated and vaccinated for hepatitis A and B by October 2005. All women prisoners who are HIV-positive will be vaccinated for hepatitis B.

H. Prosthesis. Women requiring a prosthesis will be fitted for such a device within 60 days of prescription. If a prosthesis no longer fits a prisoner, she will be re-fitted for a revised or new prosthesis within 90 days. Prisoners requiring a prosthesis shall be considered chronic care patients for the period necessary to adjust a new, replacement, or refitted prosthesis, and women will receive follow-up care during this adjustment period as medically ordered.

I. Women's health care. Women prisoners must be provided treatment for osteoporosis, menstrual abnormalities, ovarian and cervical abnormalities and menopause in accordance with the guidelines of the American College of Obstetricians and Gynecologists . Preventive screening shall be provided in accordance with the American Cancer Society.

J. Pregnancy. Pregnant prisoners shall be monitored regularly by a medical doctor or physician assistant with obstetric specialty, in accordance with American College of Obstetrics and Gynecology ("ACOG") guidelines for prenatal care. Pregnant women shall be provided an appropriate diet and supplemental vitamins, and given the opportunity to

request and receive educational information regarding pregnancy. Gestational diabetics shall be treated according to ACOG guidelines. All high-risk pregnancies, as well as women near term, shall be closely monitored and treated. Upon return from the hospital post-delivery, women prisoners will be allowed appropriate bed rest and time for recovery.

K. Specialty care. Patients requiring necessary medical services that cannot be provided in the facility in a timely manner shall be provided timely access to an outside specialist for diagnostic services or medical care. Where approval by the state medical director is required for specialty care, such approval or denial shall be documented. The ADOC, through its agents and contractors, shall make best efforts to ensure that the outside specialist's diagnoses and test results in addition to the specialist's orders for further testing, treatment and diagnostic services are documented in the patient's prison medical record. Orders shall be carried out in the manner prescribed by the specialist, unless a deviation or override is ordered by the attending physician at the facility. Such a deviation or override must be affirmatively medically justified and documented in the medical record of the prisoner. Necessary off-site care shall include follow-care and monitoring prescribed by the off-site specialist.

L. End of life care and care for the elderly. Elderly patients and those in the terminal stages of a disease shall be provided appropriate care and treatment, including pain control, adequate nutrition, accommodations for mental and physical deterioration, and other appropriate palliative care.

M. Patient education. Patient education shall include one-on-one counseling by medical staff at the time care is provided. The ADOC medical provider shall inform patients of the results of any medical tests and assessments within 10 days of receipt of these results in a manner that protects the privacy of the patient, and shall provide appropriate post-test counseling. Prisoners shall not be charged a co-pay for receiving this information. The ADOC, through its agents and contractors, shall also implement a program to make available to patients up-to-date written information in the areas of infectious and communicable disease, and chronic illnesses. Clinical staff knowledgeable about HIV/AIDS shall provide HIV education for all new prisoners. Prisoners who are HIV-positive shall be provided on-going education and confidential counseling about HIV. This education and counseling may be provided in a structured peer education and support program. The ADOC and its medical provider shall cooperate with health organizations, or community organizations working in conjunction with health organizations, to provide prisoners educational materials and services regarding medical conditions, treatment, and related social services.

N. HIV/AIDS. Prisoners who learn they are HIV+ in prison shall be informed of their test results and receive appropriate post-test counseling in a confidential setting. Treatment of HIV/AIDS shall be consistent with Department of Health and Human Services guidelines and recommendations.

O. Staphylococcus aureus. The Alabama Department of Corrections, through its agents and contractors, shall continue to develop and implement a program based on FBOP guidelines to treat and to minimize the spread of staphylococcus aureus, including methicillin-resistant staphylococcus aureus (MRSA), and shall work with the Correctional Healthcare Monitor to continually update and improve this program.

P. Therapeutic medical diets. Diabetics, as well as patients requiring low salt, renal, low cholesterol, high calorie, or other special diet, shall be provided a medically appropriate diet as approved by a registered dietician. Special medical diets may be ordered by mid- or higher-level medical providers.

Q. Mental health care. Defendants' mental health consultant Jane Haddad has conducted on-site audits and reviews of the women's prison facilities to determine mental health housing and treatment space needs, as well as training, programming, reporting, treatment, and staffing needs. Defendants have implemented and shall continue to implement all of Dr. Haddad's recommendations as set forth in her report of her January 15-16, 2004, audit. Within 6 months of final approval of this *Agreement*, Defendants shall begin renovations of Dormitory 2 at Tutwiler Prison to provide for a group room, dayroom, two offices spaces, and a reduction of beds to no more than forty beds. Defendants further agree to use their best efforts to add a nursing station, and six single cells for crisis intervention and intensive psychiatric stabilization, within 3 years of final approval of this *Agreement*. Until these renovations are completed, the ADOC, through its agents and contractors, may but shall not be required to provide 24/7 mental health nursing coverage in the mental health unit. Until these renovations are completed, the ADOC, through its agents and contractors, shall work with Dr. Haddad to determine and implement the measures necessary to ensure that individuals needing intensive psychiatric stabilization and residential treatment levels of treatment receive adequate mental health care.

R. Mental health auditor. Dr. Haddad, or another mental health consultant mutually agreed upon by the parties, shall continue in her current capacity as Defendants' mental health consultant, with on-site inspections at least 3 times a year, for the duration of this *Agreement* or 3 months past the date the Residential Treatment Unit becomes fully operational, whichever period is shorter. The mental health consultant shall be paid by the Defendants and be reimbursed for reasonable expenses for the first 2 years, and by counsel for Plaintiffs for the remainder for her tenure. If Dr. Haddad is no longer able to act as mental health consultant, and parties are unable to agree on a mental health consultant within 30 days of her departure, parties will each submit to the Magistrate Judge the names of three suggested consultants, and the Magistrate Judge will select the mental health consultant.

S. Chronic Mental Illnesses. The ADOC, through its agents and contractors, shall implement policies and procedures to ensure that the overall standard of care of women with serious chronic mental health conditions is consistent with clinical guidelines adopted by the American Psychiatric Association.

T. Suicide Prevention and Treatment Program. ADOC, its agents, and contractors, shall continue to implement an effective and comprehensive suicide prevention and treatment program.

U. Self-Injurious Behavior. Prisoners who engage in self-injurious behavior must receive appropriate and timely mental health intervention including treatment and counseling. Such a prisoner shall also be evaluated by a qualified mental health professional. Only if that professional determines that the behavior was engaged in solely for the purpose of secondary gain may disciplinary action be considered.

V. Crisis Intervention and Follow-Up Care. Together with the mental health auditor, Defendants will write and implement policies and procedures to ensure that mental health crises and urgent requests for mental health intervention are addressed by qualified mental health staff immediately. Following a mental health crisis such as a psychotic episode or suicide attempt, prisoners shall receive appropriate treatment, counseling, and observation as ordered by the treating psychiatrist.

W. Depression and Abuse. Counseling must be available to women prisoners to address depression and to resolve issues associated with victimization from sexual and physical abuse.

X. Vulnerable Populations. The ADOC, working with its mental health provider, shall develop and implement a policy to protect vulnerable prisoners (particularly mentally ill and/or mentally retarded women) from intimidation, harassment, and abuse.

VI. STAFFING

A. General. ADOC, through its agents and contractors, shall create and fill a sufficient number of qualified permanent medical, nursing, and ancillary health care staff positions (i.e. medical records clerks, lab tech, etc.) to carry out all aspects of this *Medical Settlement Agreement*.

B. Licensure and credentials. ADOC, through its agents and contractors, shall make best efforts to hire primary care physicians who hold a current valid, unrestricted license to practice medicine in Alabama. In the event Defendants cannot find a primary care physician with an unrestricted license, Defendants will seek approval of a Magistrate Judge to hire a physician with a restricted license in order to avoid a lapse in medical coverage. Such a hire shall be temporary, though Defendants may seek re-approval of a Magistrate Judge in extraordinary circumstances. Parties consent to the jurisdiction of a Magistrate Judge, and Plaintiffs will not seek fees, for disposition of this issue.

Nurses must hold current applicable licenses. All other ancillary personnel must meet applicable state regulatory requirements and training standards. Personnel working under a license or certification who are subject to restrictions or conditions imposed by the licensing agency, or who have formal complaints filed against them, must immediately

report such restrictions, conditions, or complaints to the Medical Director. Nurses shall not make nursing assessments or decisions outside the scope of their license and training.

C. Orientation and training. Medical and nursing staff must be currently certified in cardiopulmonary resuscitation ("CPR"). All medical and nursing staff who provide sick call shall receive regular training to maintain competence in current methods for diagnosing and treating medical complications associated with acute and chronic illness, including the ability to recognize when referral to a physician, mental health provider, or specialist is necessary. Medical and nursing staff shall also be trained to recognize the signs and symptoms of mental illness, including potential suicide risk and how to react appropriately to such symptoms and risks. All medical and nursing staff shall be provided a copy of this *Agreement*.

D. Security staff. All correctional security staff shall receive regular training regarding HIV, hepatitis and tuberculosis infection, including modes of transmission and universal precautions. All security staff shall have current training in CPR and in Basic First Aid. Security staff shall also be trained to recognize the signs and symptoms of mental illness, including potential suicide risk and how to react appropriately to such symptoms and risks. Security staff will not interfere with the provision of necessary medical care. Security staff shall follow medically ordered restrictions on inmate activity such as bedrest, lifting or work restrictions, bunk profiles and needs for special shoes or clothing.

VII. PHARMACEUTICALS

A. Formulary. The drug formulary must contain modern pharmaceuticals for diagnoses prevalent in the correctional setting, updated at least every 6 months by a team of providers that includes a primary care physician and psychiatrist. The formulary must include drugs in the following classes, among others: (1) atypical anti-psychotics, (2) proton pump inhibitors, (3) angiotensin receptor blockers, (4) selective serotonin reuptake inhibitors, (5) statins, and (6) antiretrovirals.

B. Off-formulary medications. A formulary waiver process that does not inhibit the timely delivery of medications prescribed for medically necessary conditions shall be implemented.

C. Administration. The ADOC, through its agents and contractors, shall develop and implement a system to provide medications in a timely manner and to track and correct problems with the dispensing and administration of medications. Medication normally stocked in the pharmacy must be made available for the administration of the first dose within 24 hours of intake, and within 24 hours of prescription by the physician. Other medications must be available within 48 hours of prescription. Medication shall be administered at times and in a manner (with food, for example) consistent with prescribing guidelines defined by the Food and Drug Administration or as prescribed by a physician. Prisoners refusing medication must be provided counseling regarding the consequences of incomplete adherence; both the refusal and the counseling must be documented and in-

person. Nothing in this paragraph precludes the forced administration of medication, so long as such forced medication is administered according to current written policy. If medication is not administered to a prisoner, the reason must be documented and signed by the health care staff responsible for medication administration. Correctional staff shall not administer dose by dose medication to prisoners, except at Birmingham Work Release.

There must be general pill call at least three times a day. Management of pharmaceuticals must be in accordance with state and federal law.

D. Keep on person medications. The ADOC, through its agents and contractors, shall develop and implement reasonable criteria, policies, and procedures for prisoners to be issued appropriate medications to keep on their persons.

E. Continuity of medication. The ADOC, through its agents and contractors, shall develop and implement written protocols designed to ensure that there are no lapses in medication.

VIII. RECORDS AND REPORTS

A. Prisoner health care records. Medical care, including dental and mental health treatment, provided to prisoners shall be accurately documented in each prisoner's medical record. Medical records and health record policies and procedures shall comply with current NCCHC Standards. The records must include all reports received from outside hospitals and emergency rooms, current treatment plans, requests for medical attention, and responses by medical staff. Individual medical records shall be maintained on a current basis, with no more than a 7-day lag for filing new paperwork (except for current MAR's, which must be promptly filed at the end of each month). Patients' health care records shall be available to and used by all healthcare workers in each clinical encounter with the patient.

B. Prison health care logs. The ADOC, through its agents and contractors, shall maintain current and ongoing logs tracking health care requests, all clinical encounters, complaints, grievances, and chronic care clinics, conforming with NCCHC Standards.

IX. PHYSICAL PLANT

A. Infirmary. The quality improvement committee (see below) shall review the capacity of the Tutwiler infirmary (including the "green rooms" or "psychiatric stabilization units") and provide written guidelines as to types of services appropriate for infirmary care. The infirmary unit shall conform with NCCHC standards including the requirement that all infirmary patients must be within sight or sound of nursing or medical staff at all times. Physician rounds shall be conducted 5 days a week, and an RN or higher level medical provider shall be present at the infirmary each day.

B. Medical isolation. Negative pressure in the medical isolation unit shall be documented daily when in use and monthly when not in use. If there is not a working room or not

enough rooms at the prison facility, the ADOC shall make appropriate referral outside prison facility for respiratory isolation.

C. Heat and shade. Defendants shall develop and implement a heat plan that includes policies and procedures ensuring sufficient means of cooling and hydration for heat-sensitive individuals to prevent dehydration, heat exhaustion, heat stroke, and other adverse consequences of heat.

D. Sanitation. All areas housing or temporarily holding prisoners with illnesses, or where prisoners receive medical care or testing, shall be thoroughly cleaned on at least a daily basis or more often if necessary, shall be disinfected between placements, and shall be kept in good physical condition.

E. Medical examination rooms. An adequate number of clinical examination rooms shall be provided, containing an examination table and hand washing facilities to ensure private examinations.

F. Equipment. The ADOC shall provide at Tutwiler prison appropriate and operative equipment, such as automatic defribrillators, to respond to medical emergencies. Staff shall be properly trained to use such equipment. If dialysis is conducted on-site, staff shall be trained in proper methods, and appropriate equipment and space shall be available to perform dialysis. Prisoners who enter prison with respiratory or other medical equipment that is necessary to enable their functioning shall be allowed to use their own equipment or shall be provided appropriate equipment. The ADOC shall ensure that any such equipment receives necessary and timely servicing and replacement. Each facility shall also have a sufficient number of wheelchairs and handicap-accessible bathroom facilities (including toilets, sinks and showers).

X. QUALITY ASSURANCE

A. Ongoing quality management. A quality management program consistent with nationally accepted standards shall be implemented. A monthly administrative committee shall meet to review audits designed to improve quality of health care. A quality improvement committee that includes a representative of the correctional staff will perform at least quarterly reviews of major components of healthcare at each women's facility, including at least the following: access to healthcare, medication management, nursing services, physician services, access to specialty care, mental health services, pharmacy services, dental services, subcontractor services, infection control procedures, healthcare records, sick call services, intake screening and evaluations, chronic disease services, infirmary care, diagnostic services, discharge planning, and adverse patient occurrences including all deaths. The quality management program must review each of these areas, identify any deficiencies in services to prisoners as well as any staff training needs, and produce corrective plans to address the deficiencies and recommend improvements.

Performance in these areas shall be quantified on a quarterly basis, trended, and analyzed for opportunities for improvement. Remedies shall be implemented expeditiously, followed by re-measurement to assess the results of the interventions. The quality management program shall include ongoing assessment of the effectiveness of corrective plans and actions. The staffing of the women's facilities shall be reviewed by Defendants at least every six months and adjustments made to ensure adequate staffing at all times.

B. Mortality reviews. A mortality review of all deaths must be completed within 30 days of each death. The review is to be conducted by a team that includes an independent physician (one who is not the primary care provider at the institution where the death occurred). This review shall consider any and all aspects of custody and health care that may have contributed to the death. The results of this review shall be documented and used to develop interventions to prevent future adverse consequences.

C. Correctional Healthcare Monitor. Parties have agreed on Dr. Michael Puissis as the Correctional Healthcare Monitor ("Monitor") to monitor compliance with this *Medical Settlement Agreement*. The Healthcare Monitor shall be a neutral monitor responsible to the Court. The Monitor shall be paid by the Defendants and be reimbursed for reasonable expenses to a maximum amount agreed to by counsel for parties. The Monitor shall have access to women prisoners and their medical records, to members of the medical and security staff, and to any other information or documents he or she deems necessary to determine compliance with this *Medical Settlement Agreement*. The Monitor shall conduct an initial assessment within 60 days of the Court's approval of this *Medical Settlement Agreement* and make written recommendations regarding deficiencies that prevent compliance with this *Agreement*. The Monitor shall make quarterly on-site inspections of Tutwiler and BWR per year. If the ADOC, its contractors and agents are determined to be in substantial compliance of the *Agreement* for three consecutive inspections in the second year, the Monitor shall make only two on-site inspections per year for the remainder of the *Agreement*. The Monitor may bring additional medical experts as needed to properly evaluate the health services provided to Plaintiffs. The Monitor shall prepare audit reports following each inspection, and items for improvement shall be addressed in a subsequent corrective plan by the institution's quality improvement committee. The Monitor shall provide copies of his or her reports to the Court, Defendants', and Plaintiffs' counsel.

XI. IMPLEMENTATION AND ENFORCEMENT

A. Notice. The Commissioner of the ADOC and his representatives shall provide a copy of or explain the terms of this *Medical Settlement Agreement* to all of their agents, representatives, and employees in any way connected with medical care of class members, in order to ensure their understanding of the scope and substance of this *Agreement*. Women entering Tutwiler shall be provided an information sheet, mutually approved by all parties, informing them of the existence and material terms of this *Medical Settlement Agreement*. In addition, at least 3 copies of this entire *Medical Settlement Agreement* shall be maintained in the Tutwiler library.

B. Enforcement. If the ADOC, its agents or contractors, fail to comply with the terms and conditions of this *Medical Settlement Agreement*, Plaintiffs' counsel may apply to the Court for a finding of contempt or other appropriate relief. Prior to approaching the Court for such relief, Plaintiffs' counsel will bring, in writing, any deficiencies to the attention of the Defendants and the Healthcare Monitor or Mental Health Auditor, as appropriate, and will make reasonable attempts to resolve the issues informally. Issues that cannot be resolved informally between the parties shall be brought to the attention of the Magistrate Judge, who will attempt to mediate a resolution, before Plaintiffs' counsel will move the Court for an Order for Defendants to show cause why they should not be held in contempt.

C. PLRA findings. The parties agree, and the Court hereby finds at this time, and an after independent review, that the prospective relief set forth in this *Medical Settlement Agreement* is narrowly drawn, extends no further than necessary to correct the violations of federal rights set forth in paragraphs 101-162, 168-171, and 180 in Plaintiffs' *Second Amended Complaint*, and is the least intrusive means necessary to correct these violations. The parties agree, and the Court after an independent review hereby finds after an independent review of the *Medical Settlement Agreement*, that this *Agreement* will not have an adverse impact on public safety or the operation of the criminal justice system. Acccordingly, the parties agree, and the Court hereby finds, that this *Medical Settlement Agreement* complies in all respects with the provisions of 18 U.S.C. § 3626(a). This *Medical Settlement Agreement* is not intended to have any preclusive effect except as between the parties in this action. Should the issue of the preclusive effect of this *Medical Settlement Agreement* be raised in any proceeding other than this action, the parties agree to certify that this *Medical Settlement Agreement* was intended to have no such preclusive effect. This *Medical Settlement Agreement* does not resolve, adjudicate, or bar the damages claims of any former, present, or future class members.

E. Attorneys fees. In the event the parties are unable to hereafter resolve by agreement issues relating to Plaintiff's claim for attorneys' fees, Plaintiffs may petition the Court within thirty days of the date on which the Court enters its Order granting the parties' Joint Motion to Adopt Settlement Agreement, for a resolution thereof.

F. Class members. Parties stipulate to the certification of the class of all women who are now or will in the future be incarcerated in an Alabama Department of Corrections facility.

G. Modification. Any party may seek modification of any part of this *Medical Settlement Agreement* for good cause shown. The ADOC, through its agents and contractors, shall continue to implement in a timely manner all parts of this Agreement pending the decision of the Court on any motion for modification.

H. Term of Agreement. This *Medical Settlement Agreement* shall be in effect for four years from the date the Agreement is approved by the Court. Nothing in this *Agreement* is intended to preclude Defendants from moving to terminate the Order in the manner permitted by the Prison Litigation Reform Act.

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IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
MONTGOMERY DIVISION

2004 JUN 25 P 6:02

LINDA LAUBE, et al.,

Plaintiffs,

v.

DONAL CAMPBELL, et al.,

Defendants

CIVIL ACTION

No. CV-02-T-957-N

CLASS ACTION

CONDITIONS SETTLEMENT AGREEMENT

I. INTRODUCTION

1. Plaintiffs. Plaintiffs in this class action are all women who are now or will in the future be incarcerated in an Alabama Department of Corrections facility. This action was filed seeking declaratory and injunctive relief for violations of their Eighth and Fourteenth Amendment rights.

2. Defendants. Defendants in this case are Donal Campbell, Commissioner of the Alabama Department of Corrections ("ADOC"); Bob Riley, Governor of Alabama; Gladys Deese, warden of Julia Tutwiler Prison for Women; and Mary Carter, warden of Birmingham Work Release. All Defendants are sued in their official capacity. The Plaintiff class and all Defendants are parties to this Final Settlement Agreement. The term "Defendants" refers to all these Defendants and their successors, agents, and assigns.

3. Scope. This Conditions Settlement Agreement is submitted and entered into as a settlement of claims for declaratory and injunctive relief as set forth in Plaintiffs' Second Amended Complaint, filed on December 18, 2002, as well as a settlement of all attorneys' fees and costs. The parties hereby agree to the following terms.

II. LIVING CONDITIONS.

4. Population flow. The ADOC shall provide access to and cooperate with representatives from community corrections programs to identify women who are qualified for community corrections placements. Caseload officers shall receive up-dated information about community corrections, including identification of women appropriate for supervised release programs. Classification reviews for all women (including those at Birmingham Work Release) shall be conducted at least every 6 months. Plaintiffs' counsel, paralegals, consultants, and experts shall be permitted on a semi-annual basis to review institutional records and other documents relevant

to classification for the purpose of identifying mistakes and working cooperatively with the ADOC and its representatives to correct such mistakes.

5. Heat. Dormitories housing special populations (mental health, aged and infirm, or HIV-positive) shall be kept at ambient temperatures between 65 and 85 degrees Fahrenheit. The ADOC shall purchase and maintain five additional commercial ice machines (or enough ice machines to increase current ice production by 50%) suitable for use in correctional facilities, and shall make ice freely available to women at Tutwiler Prison at all times. Women shall have the option of wearing shorts starting at 3:30 p.m. Additional showers shall be permitted when temperatures reach 85 degrees Fahrenheit or higher in the dormitories. The ADOC shall conduct temperature readings twice daily in each living unit, install thermometers in each dormitory, and calibrate temperature guns as necessary. Neither fans nor air conditioning shall be turned off for punitive purposes.

6. Shade. The ADOC shall provide shaded outdoor enclosures attached to each dormitory at the main Tutwiler facility. The ADOC need not provide such enclosures to Dorm 5 (formerly the chapel) and Dorm 10 (the freestanding structure at the north side of the prison) so long as women housed in those dorms are provided regular programming that incorporates outdoor exercise time on weekdays.

7. Outdoor exercise. For every woman housed in the dormitories, defendants shall provide an opportunity for outdoor recreation in the large recreation yard at least one hour per day, five days per week. Defendants shall make best efforts to maximize the amount of time permitted outdoors during the weekends. For women housed in the mental health unit, receiving unit, or HIV+ unit, the ADOC may conduct exercise time in the smaller yards attached to those units.

8. Segregation exercise. For women in segregation, Defendants shall provide an opportunity for outdoor recreation at least 45 minutes a day, seven days a week.

9. Visitation. All women shall be allowed at least two visits with family and loved ones each month.

10. Physical plant. The ADOC shall alter the windows in the Tutwiler facility so that the top row of windows that can be safely opened to at least 45 degrees, and the bottom row of windows can be fully opened for air circulation.

11. Facility maintenance. The ADOC shall develop a preventative maintenance schedule and policy for upkeep of critical facility functions, including but not limited to locks, plumbing, electrical systems, roof structures, drop ceilings, windows, floors, HVAC systems and window air conditioning units used in living spaces, laundry systems, dishwashing equipment, cooking equipment, and refrigeration units. The maintenance schedule shall provide for review and upkeep of all covered areas at least quarterly. A log, containing updated reports of the status of all facility maintenance, will be kept on site. Heating, air conditioning units, and ice machines

that malfunction shall be repaired promptly. When on-site maintenance staff or ADOC engineering staff are not able to make the repair within 24 hours, the ADOC shall secure a qualified person to make the repair. Ice machines that malfunction shall be repaired within 7 days, unless a necessary replacement part is not available during that time. The ADOC shall secure sufficient ice from other machines or outside sources when one or more ice machines are broken.

12. Toilets and showers. The ADOC shall continue to make daily checks Monday through Friday of each toilet and shower area for maintenance needs. Such checks, the problems noted during such checks, and the steps taken to remedy those problems shall be documented.

13. Environmental safety. The ADOC shall thoroughly and safely disinfect and clean each living area at least once a month, and shall ensure that each living area receives monthly pest control services for spiders, roaches, and other vermin. Women shall be permitted sufficient, supervised access to cleaning supplies and equipment, including a disinfectant such as bleach, to keep all living and bathing areas clean. Bathroom and bathing areas, as well as living areas, shall be regularly cleaned to control mold and staphylococcus in a medically sound manner.

14. Laundry. For every 250 women for whom the Tutwiler laundry facility is doing laundry, there shall be available and functional at least one 125 pound capacity washer, one 125 pound capacity dryer, and one presser.

15. Ventilation. The ADOC shall install and maintain an exhaust fan in each of Dormitories 1-8 that are not temperature controlled. The ADOC shall install 2 exhaust fans in Dormitory 9. In the segregation unit, at least one wall-mounted rotating fan shall be installed and maintained for every 3 cells.

16. Recreational opportunities. Recreational equipment (such as softball, volleyball, and basketball equipment) shall be available during the time that the recreation yard is open. Women shall be permitted and encouraged to organize exercise classes, subject to reasonable limitation on the number and frequency of such classes according to the availability of correctional officers to supervise the women participating in such classes. Notice of the availability of exercise equipment and exercise classes shall be included in the daily institutional newsletter at least once a month and at orientation. Defendants shall cooperate with community, civic and nonprofit groups, and dormitory representatives to continually improve and increase recreational activities for women.

17. Drug treatment. The ADOC shall provide adequate and appropriate drug treatment programs to accommodate all women who are sentenced to complete such programs. Where the completion of a drug treatment program is a condition of release, including in split sentences, and the prisoner can be released upon completion of a drug treatment program, such a woman shall be placed in the next available drug treatment program.

18. Programming. The ADOC shall provide adequate and appropriate vocational, educational, industrial, therapeutic, or other appropriate programming to accommodate at least 60% of the total female inmate population. The ADOC shall continue to cooperate with community, civic and nonprofit groups to continually improve and increase programming opportunities to women.

III. SAFETY AND SECURITY.

19. Staffing. Security officers shall be on post in sufficient numbers so that each officer is supervising no more than 50 women each in the dormitories. The ADOC shall document the overall vacancy rate among staff positions authorized for working directly with inmates. This vacancy rate shall not exceed 10 percent for any 18-month period. Security officers with duties that include direct inmate supervision shall not work more than 16 hours at a stretch, and must have at least 8 hours off between shifts.

20. Lines of sight. The ADOC shall make best efforts to ensure that there are no blocked lines of sight from any security post throughout the area that post is intended to secure. Doors where inmates regularly enter or exit a room shall not obstruct the line of sight. Doors may be made entirely or partially of grilled bars, or shall have large windows at eye level to permit continuous lines of sight between areas separated by the door.

21. Drug testing. The ADOC shall develop a drug testing policy containing comprehensive safeguards for drug testing accuracy at Birmingham Work Release. Plaintiffs' counsel shall be permitted to review and comment on the policy prior to its final adoption. At a minimum, the policy shall correct the current failure to consider medication usage in drug testing and shall ensure there is a mechanism for identifying and investigating unusual results.

22. Punishment. The ADOC shall not punish women in their care through deprivation of minimally nutritious meals, or forcing them to remain in the same position for any pre-determined period of time. Women at Birmingham Work Release shall not be punished when they are unable to do their jobs due to physical limitations or sexual harassment on the jobsite. Women at Birmingham Work Release shall not be denied visitation for dorm failures as a matter of course.

23. Single cells. The ADOC shall maintain or have available sufficient segregation cells to house at least 4% of the total female population.

24. Classification. The ADOC shall maintain a classification system that specifies at least three levels of custodial control and inmates should be assigned to the least restrictive custody level necessary. The ADOC shall maintain sufficient bedspace to implement such a system. Any delays or revisions of housing placements that are caused at least in part by lack of immediately available bedspace shall be contemporaneously documented. The ADOC shall summarize and analyze such data and remedy any space deficiencies identified through such an internal audit.

The ADOC shall develop and implement a written policy to provide for identification of special needs women, including but not limited to women who are emotionally disturbed or suspected of being mentally ill, the mentally retarded, and those who pose high risk or require protective custody. Such a policy shall include and encourage multiple avenues of identifying such special needs women, permitting security staff, other prisoners, medical and other non-custodial staff, and others to make appropriate referrals. The identification of special needs women shall not be limited to the moment of intake.

IV. ENFORCEMENT AND DISMISSAL.

25. Reporting. Defendants shall provide to Plaintiffs' counsel monthly reports on average daily population and progress in construction of a residential treatment unit for the first 2 years of this Agreement. If the population at the main Tutwiler building remains at 700 or below, and the annex at 250 or below, Defendants may thereafter make quarterly reports. Upon inquiry, plainitffs' counsel shall be provided the population count on any day.

26. Monitoring. Plaintiffs' counsel shall have reasonable access to prison records and the prison facility, including escorted walk-through visits of the prison facilities on a quarterly basis during the first year following the entry of this Agreement, and twice a year thereafter. Paralegals working directly with Plaintiffs' counsel shall have reasonable access to inmates and will be accompanied by an attorney during any walk-through of the prison. Plaintiffs may bring experts at their own expense on such walk-through visits.

27. Notice. The Commissioner of the ADOC and his representatives shall provide a copy of or explain the terms of this Agreement to all of their agents, representatives, and employees in any way connected with the custody of class members, in order to ensure their understanding of the scope and substance of this agreement. Women entering Tutwiler shall be provided an information sheet, mutually approved by all parties, informing them of the existence and material terms of this Agreement. In addition, at least 3 copies of this entire Agreement shall be maintained in the Tutwiler library.

28. Enforcement. If the ADOC, its agents or contractors, fail to comply with the terms and conditions of this Agreement, Plaintiffs' counsel may apply to the Court for a finding of contempt or other appropriate relief. Prior to approaching the Court for such relief, Plaintiffs' counsel will bring, in writing, any deficiencies to the attention of the Defendants and will make reasonable attempts to resolve the issues informally. Issues that cannot be resolved informally between the parties shall be brought to the attention of the Magistrate Judge, who will attempt to mediate a resolution, before Plaintiffs' counsel will move the Court for an Order for Defendants to show cause why they should not be held in contempt.

29. PLRA findings. The parties agree, and the Court hereby finds at this time, and after an independent review, that the prospective relief set forth in this Agreement is narrowly drawn, extends no further than necessary to correct the violations of federal rights set forth in paragraphs

69-100 and 142-171 in Plaintiffs' Second Amended Complaint, and is the least intrusive means necessary to correct these violations. The parties agree, and the Court hereby finds after an independent review, that this Agreement will not have an adverse impact on public safety or the operation of the criminal justice system. Acccordingly, the parties agree, and the Court hereby finds, that this Agreement complies in all respects with the provisions of 18 U.S.C. § 3626(a). This Agreement is not intended to operate as a population cap or a prisoner release order. This Agreement is not intended to have any preclusive effect except as between the parties in this action. Should the issue of the preclusive effect of this Agreement be raised in any proceeding other than this action, the parties agree to certify that this Agreement was intended to have no such preclusive effect. This Agreement does not resolve, adjudicate, or bar the damages claims of any former, present, or future class members.

30. Narrowly drawn relief. For the purpose of ensuring that ongoing relief remains a narrowly drawn remedy, paragraphs 14, 19, and 23 of this Agreement shall be suspended when the population at the main Tutwiler facility is maintained at 700 or below and the population at the Tutwiler annex is maintained at less than 250 for 60 or more continuous days. Paragraphs 14, 19, and 23 shall not take effect until November 1, 2004, or until such time as the population at the main Tutwiler facility is maintained at 700 or below and the population at the Tutwiler annex is maintained at less than 250 for 60 or more continuous days. So long as the population at the main Tutwiler facility remains at 700 or below and the population at the Tutwiler annex is maintained at less than 250, paragraphs 14, 19, and 23 shall remain suspended and without force or effect. Should the population at the main Tutilwer facility thereafter increase to more than 700 or the population at the Tutwiler annex increase to 250 or more for 15 or more days in any 30 day period, all paragraphs of this Agreement shall return to full force and effect.

31. Attorneys fees. In the event the parties are unable to hereafter resolve by agreement issues relating to Plaintiffs' claim for attorneys' fees, Plaintiffs may petition the Court within thirty days of the date on which the Court enters its Order granting the parties' *Joint Motion to Adopt Settlement Agreement*, for a resolution thereof.

32. Class members. Parties stipulate to the certification of the class of all women who are now or will in the future be incarcerated in an Alabama Department of Corrections facility.

33. Modification. Any party may seek modification of any part of this Agreement for good cause shown. Construction of a new prison for women constitutes good cause for modification. The ADOC shall continue to implement in a timely manner all parts of this Agreement pending decision of the Court on any motion for modification.

34. Term of Agreement. This agreement shall be in effect for four years from the date the Agreement is approved by the Court. Nothing in this Agreement is intended to preclude Defendants from moving to terminate the Order in the manner permitted by the Prison Litigation Reform Act.

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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

LINDA LAUBE, *et al.*,	)	
Plaintiffs,	)	
v.	)	**CIVIL ACTION NO. 2:02-cv-957-T**
RICHARD F. ALLEN, *et al.*,	)	
Defendants.	)	

SETTLEMENT AGREEMENT IN RESOLUTION OF PLAINTIFFS' MOTION TO ORDER DEFENDANTS TO SHOW CAUSE WHY THEY SHOULD NOT BE HELD IN CONTEMPT

This Settlement Agreement in Resolution of Plaintiffs' Motion to Order Defendants to Show Cause Why They Should Not Be Held In Contempt (the "Agreement") is being entered into by and between the PLAINTIFF CLASS consisting of all women who are now or will in the future be incarcerated in an Alabama Department of Corrections facility (collectively, the "Plaintiffs") and Defendants RICHARD ALLEN, Commissioner of the Alabama Department of Corrections, BOB RILEY, GOVERNOR, RONALD CAVANAUGH, Director of Treatment for the Alabama Department of Corrections, FRANK ALBRIGHT, Warden at Tutwiler Prison for Women, WARDEN EDWARD ELLINGTON, Warden of Birmingham Work Release (collectively, the "Defendants"), by and through their respective counsel of record. This Agreement shall be effective as of the date of the last signature required below.

WITNESSETH

WHEREAS, this above-styled action was filed seeking declaratory and injunctive relief for alleged violations of their Eighth and Fourteenth Amendment rights and Plaintiffs alleged that women with serious medical needs receive constitutionally inadequate medical care;

WHEREAS, the parties stipulated to a "Medical Settlement Agreement" approved by the Court on or about August 23, 2004 (the "Consent Decree"), which was approved by the United States District Court for the Middle District of Alabama;

WHEREAS, a dispute subsequently arose as to whether Defendants were in compliance with the terms and conditions of the Consent Decree and Plaintiffs filed a "Motion to Order Defendants to Show Cause Why They Should Not Be Held In Contempt" (the "Show Cause

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Motion"), doc. no. 371, and supporting Memorandum, ("Show Cause Memorandum"), doc. no. 372; and

WHEREAS, the parties to this Agreement desire to fully compromise the current dispute regarding the current state of Defendants' alleged compliance and/or non-compliance with the Consent Decree and, therefore, have elected to memorialize the terms and conditions of the Agreement in this written document; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs and Defendants hereby agree and stipulate as follows:

1. **Post-Decree Auditing**. When the *Laube* Consent Decree concludes, expires, or is otherwise terminated, Defendants agree the Correctional Healthcare Monitor (the "Monitor") will continue to audit the provision of medical services at Tutwiler, or to oversee such Audits, for up to 24 months after the Consent Decree is terminated ("the Post-Decree Auditing"), subject to conditions set forth below. Prior to the conclusion and/or termination of the Consent Decree, the parties shall agree upon the manner in which the documents produced during the course of the Post-Decree Auditing will be distributed as well as the nature and extent of confidentiality afforded such documents in order to avoid the dissemination of confidential medical information pertaining to individual inmates and to protect against the unwarranted disclosure of other confidential information. The parties agree to negotiate the exact wording of this confidentiality agreement by no later than Friday, September 1, 2006. Once the confidentiality agreement is signed by the parties and approved by Judge Coody, the confidentiality agreement shall become a part of this Agreement. If the parties do not meet the September 1, 2006 deadline, this matter shall be referred to Judge Coody who will resolve the matter in a manner binding on the parties.

2. **Reductions in Post-Decree Auditing Period**. The Consent Decree requires the Monitor to conduct Audits of Tutwiler every quarter. For each Audit when the Monitor determines that Tutwiler is in substantial compliance with the Consent Decree, the two-year term of the Post-Decree Auditing will be reduced by three months. For example, if on the Seventh Audit the Monitor determines that Tutwiler is in substantial compliance with the Consent Decree, then the term of the Post-Decree Auditing shall be reduced from 24 months to 21 months.

3. **Dismissal of Motion for Contempt**. The parties agree that they shall jointly move for dismissal of the pending Motion to Order Defendants to Show Cause Why They Should Not Be Held In Contempt, doc. no. 371, filed by Plaintiffs May 10, 2006. The parties further agree that no new or additional Motion for Contempt or motion pertaining to the modification, amendment, or extension of the Consent Decree may be filed until after the Eighth Audit is conducted by the new Monitor.

4. **New Monitor**. Parties will jointly move the Court to appoint Dr. Robert Greifinger as the new Monitor to replace Dr. Michael Puisis, effective June 15, 2006. Counsel for the parties agree to assist the transition from Dr. Puisis to Dr. Greifinger by providing reasonably requested documents, being available for interviews, and in any other way requested by Dr. Puisis or Dr. Greifinger. Dr. Greifinger shall conduct the Sixth Audit of Tutwiler pursuant

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to the Consent Decree. Thereafter, the new Monitor shall conduct Audits on a quarterly basis, as required by and pursuant to the Consent Decree. Nothing in this Agreement alters or diminishes the powers or responsibilities of the Monitor as set forth in the Consent Decree.

5. **Payment to Monitor.** The Alabama Department of Corrections ("DOC") will contract with the Monitor to provide auditing services during the Post-Decree Auditing, for a maximum of $10,000 per quarter, or a maximum of $40,000 every 12 months. DOC will pay the Monitor's costs and fees through the end of the Consent Decree. Any amount exceeding this amount will be paid by the Southern Center for Human Rights.

6. **Substantial Compliance and Audit Tool.** As soon as practicable after the new Monitor is selected, medical personnel for DOC (including, at DOC's discretion, medical staff from PHS) shall meet with the Monitor to define the standard for "substantial compliance" with the Consent Decree, and counsel for the parties shall meet with the Monitor to define an Audit Tool that shall be the basis (in addition to the Consent Decree) for the Monitor's Audits for the duration of the Consent Decree. The Audit Tool alone shall be the basis for Audits during the Post-Decree Auditing.

7. **Primary Responsibility for Auditing in Post-Decree Period.** A primary goal of the parties is for DOC to be able to independently and competently audit the provision of medical services at Tutwiler. In order to facilitate reaching this goal, during the Post-Decree Auditing, the Monitor may determine that the Post-Decree Audits can be conducted by the DOC central medical office if the Monitor finds that the DOC has sufficient capacity, training, and interest to take primary responsibility for conducting the Post-Decree Audits. Should the Monitor permit the DOC to take primary responsibility for the auditing, every Post-Decree Audit shall be reviewed by the Monitor. The Monitor may decide, based on his review, that primary responsibility for the Post-Decree Audits should revert back to the Monitor, in whole or in part.

8. **Frequency of Audits in Post-Decree Period.** During the Post-Decree Auditing, the Monitor may determine that Audits shall be conducted every six months, if the Monitor finds that the medical system has sufficient stability and capacity for self-correction to make such a change in the Post-Decree Auditing period. Should the Monitor permit Post-Decree Audits to occur every six months rather than every three months, the Monitor may re-impose a quarterly auditing schedule, in whole or in part, if he determines that DOC is not conducting Post Decree Audits independently and competently.

9. **Orientation and Sixth Audit.** The new Monitor will visit Tutwiler on June 19-21, 2006 for an orientation, to meet medical personnel, and for other auditing purposes. All parties and the Monitor will work diligently to assure that the Sixth Audit takes place on September 12-15, 2006. Members of DOC's central medical office will participate in this Audit and in future Audits conducted by the Monitor, and will work closely with the Monitor to monitor, audit, and ensure that the performance of DOC's private medical contractor meets the requirements of the consent decree.

10. **Resolution of Disputes.** Should there be a dispute between the parties regarding the terms and conditions of this Agreement, or the parties' compliance with theses terms and conditions, the dispute shall first be presented to United States Magistrate Judge Charles Coody,

or another United States Magistrate Judge, for mediation. Should the parties fail to reach a mediated settlement, any party may seek to enforce the terms of this Agreement in Alabama state court.

11. **No Modification, Alteration, Amendment, or Extension of Consent Decree.** Subject to and excluding the agreement set forth in paragraph 4 above, nothing in this Agreement shall be construed, interpreted, read or otherwise applied as modify, altering, amending or extending the Consent Decree in any way.

12. **No Admission.** This Agreement is not and shall not in any way be construed as an admission by Defendants. To the contrary, this Agreement constitutes the good faith settlement of disputed claims, and Defendants specifically disclaim any liability of any kind to Plaintiffs or any other person. The parties have entered into this Agreement for the sole purpose of resolving the aforementioned dispute to avoid the burden, expense, delay and uncertainties of further litigation.

13. **No Third Party Beneficiaries.** The Parties mutually state and agree there are no third party beneficiaries (intended and/or incidental) to this Agreement.

14. **Modifications and Amendments.** Any modification, alteration and/or amendment to this Agreement must be in writing and signed by duly authorized representatives of all parties to this Agreement.

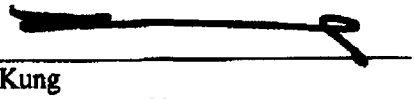
15. **Construction.** This Agreement is made and entered into in the State of Alabama, and shall in all respects be interpreted, enforced and governed under the laws of said State. The language of all parts of this Agreement shall in all cases be constructed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties fully supersedes any and all prior agreements or understanding between the parties pertaining to the subject matter of this Agreement, except that it does not supercede the Consent Decree, and may not be altered, amended, or modified in any respect or particular whatsoever except by sworn writing duly executed by a representative of each of the parties.

17. **Authority of Representatives.** Each individual executing this Agreement on behalf of his or her clients warrants and represents that he or she has the express authority to act on behalf of the party and specifically to obligate and bind the party to the terms of this Agreement.

18. **Execution of Counterparts.** This Agreement shall be executed and in as many copies as necessary to facilitate the execution thereof. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the date last shown below.



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APPENDIX H

UTILIZATION DATA

1. Mental Health Monthly Operating Report – February 2008
2. Stabilization Unit – 2007 Annual Report
3. Residential Treatment Unit – 2007 Annual Report
4. Outpatient Services – 2007 Annual Report
5. Work Release Services – 2007 Annual Report
6. Monthly Work Release Activity Report – March 2008
7. Mental Health Caseload by Diagnosis - 2007 Report
8. Top 50 Mental Health Medications
9. Pharmacy Costs 2004 - 2007

Mental Health
Monthly Operating Report
February 2008

Inmate Counts and Percentages:	Total	Percentage
Total Inmate Population	24,784	
Total Inmates on MH Caseload	2,690	10.9%
Total Inmates Prescribed Psychotropic Medication	2,163	8.7%

Inmate Classification	Total	Percentage
MH-0	21,470	86.6%
MH-1	1,893	7.6%
MH-2	460	1.9%
MH-3	295	1.2%
MH-4	25	0.1%
MH-5	17	0.1%
MH-6	0	0.0%
Number Not Classified	624	2.5%
Total	24,784	100.0%

	Total	MH-0	MH-1	MH-2	MH-3	MH-4	MH-5	MH-6	Percentage
Bibb	1892	1695	164	32	0	0	0	0	10.4%
Bullock	1507	1033	97	176	191	0	10	0	31.5%
Donaldson	1617	1480	31	32	57	17	0	0	8.5%
Easterling	1379	1238	135	6	0	0	0	0	10.2%
Fountain	1225	1152	59	14	0	0	0	0	6.0%
Hamilton	282	205	67	10	0	0	0	0	27.3%
Holman	959	868	54	30	2	4	1	0	9.5%
Kilby	1357	801	177	19	6	0	2	0	15.0%
Limestone	2322	2057	218	43	2	2	0	0	11.4%
MWF	281	2	43	0	0	0	0	0	15.3%
St. Clair	1513	1390	81	39	1	0	0	0	8.0%
Staton	4016	3759	249	5	0	0	0	0	6.3%
Tutwiler	945	602	227	45	36	2	4	0	33.2%
Ventress	1636	1459	170	7	0	0	0	0	10.8%
Work Release	3853	3729	121	2	0	0	0	0	3.2%
Total	24784	21470	1893	460	295	25	17	0	10.9%

Stabilization Unit Report	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Bed Capacity of Unit:	35	35	35	34	34	34	35	35	35	35	35	35	34.75
Census on last day of month:	13	9	13	7	13	10	11	12	10	14	14	14	11.67
Number of inmates classified MH-5	6	9	13	7	13	10	11	11	10	14	14	14	11
Number of inmates classified MH-6	7	0	0	0	0	0	0	1	0	0	0	0	0.67
Number of admissions during the month:	28	21	26	20	11	16	13	17	27	26	20	26	20.92
Number of discharges during the month:	23	22	20	21	9	17	12	12	25	20	16	23	18.33
Number of former SU inmates now at a State-Operated Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of transfers to State Operated Hospital during the month:	0	0	0	1	0	0	1	0	1	0	0	0	0.25
Number of inmates with lengths of stay greater than 30 days	2	4	4	1	4	0	1	0	2	3	4	3	2.33
Number of inmates Prescribed Psychotropic medication	12	8	11	8	7	12	14	10	9	13	11	14	10.75
Number of inmates with involuntary medication orders:	0	2	0	4	4	2	2	5	0	1	4	2	26
Number of uses of emergency forced Psychotropic Medication during the month	0	2	0	0	0	0	0	0	0	0	0	0	0.17
Number of Involuntary Medication Committee Reviews conducted during the month:	0	1	0	4	3	2	1	3	0	0	3	0	1.42
Number of groups scheduled during the month:	21	20	23	43	33	22	20	28	16	25	28	0	23.25
Number of groups conducted during the month:	21	20	22	43	29	22	17	22	16	23	28	0	21.92
Number of groups cancelled during the month:	0	0	1	0	4	0	3	6	0	2	0	0	1.33
Number of inmates scheduled for group participation:	298	306	338	369	139	158	75	130	146	137	132	0	185.67
Number of inmates who attended groups:	106	100	110	307	135	125	76	130	115	191	114	0	125.75
Number of placements in infirmary "safe cells" during the month:	4	2	3	15	4	3	4	2	6	8	10	13	6.17
Average length of stay in safe cell (in hours):	77.34	64	29.33	33.19	208.25	142.08	74.63	899.25	9.56	21.07	401	33.54	166.10
Longest length of stay in safe cell (in hours):	146.35	72	66	552	1152	332.67	165	958.5	161	406	720	744	456.29
Number of placements in restraints for mental health purposes:	0	0	1	2	3	0	0	0	1	1	3	0	11
Average length of stay (in hours):	0	0	0.5	7.5	15	0	0	0	4	19	10	0	4.67
Longest length of stay (in hours):	0	0	0.5	10	23	0	0	0	4	19	12	0	5.71
Number of completed suicides during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of serious suicide attempts during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of Self Injury attempts	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of individual contacts by a Psychiatrist	78	138	84	141	184	132	161	203	155	190	230	187	1883
Number of individual contacts by a Psychologist	34	94	78	30	6	6	3	39	42	40	58	35	465
Number of individual contacts by a Nurse Practitioner	16	10	9	13	10	4	5	17	2	17	55	49	207
Number of individual contacts by a Mental Health Professional	150	140	207	203	183	175	182	205	203	49	91	316	2104
Number of individual contacts by a Nurse	703	686	1025	957	870	653	468	963	608	823	901	1048	9705
Number of individual contacts by a Activity Technician	312	299	309	303	277	100	177	267	225	245	201	0	2715
Number of group contacts by a Psychiatrist	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Psychologist	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Nurse Practitioner	0	0	0	0	28	24	4	11	0	0	0	0	67
Number of group contacts by a Nurse	0	0	0	12	0	0	0	0	0	0	0	0	12
Number of group contacts by a Activity Technician	119	100	110	291	107	101	72	119	115	191	114	0	1439

Residential Treatment Unit Report	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Total bed capacity	447	447	447	452	452	452	451	451	447	447	447	447	448.92
Residential Treatment Unit (RTU) units census on last day of the month:	311	323	302	341	342	316	297	290	297	279	283	272	304.42
Number of admissions during the month:	33	29	28	27	17	24	23	31	26	17	20	25	25
Number of discharges during the month:	30	22	27	24	13	30	26	36	20	25	21	18	24.33
Number of inmates classified MH-3	289	301	283	296	296	289	265	267	253	255	256	246	274.67
Number of inmates classified MH-4	20	22	19	18	23	22	26	27	22	24	27	26	23
Number of inmates returned from a state-operated hospital during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of inmates transferred to an Intensive Psychiatric Stabilization Unit:	6	0	7	4	4	9	7	5	6	11	8	6	6.08
Number of RTU inmates on Level 1 on the last day of the month:	1	0	3	2	0	0	3	5	15	6	3	6	3.67
Number of RTU inmates on Level 2 on the last day of the month:	2	0	8	2	5	6	2	1	7	0	2	1	3
Number of RTU inmates on Level 3 on the last day of the month:	258	271	242	278	267	251	241	239	226	243	235	229	248.33
Number of RTU inmates on Level 4 on the last day of the month:	50	55	60	59	47	59	52	49	47	43	42	38	50.08
Number of RTU inmates housed in Segregation Unit on the last day of the month:	27	31	36	25	12	9	10	8	10	10	10	4	16
Number of RTU inmates prescribed psychotropic medication:	297	303	296	316	301	306	286	291	277	274	285	272	292
Number of involuntary medication hearings/reviews:	0	5	6	4	23	9	4	7	7	4	9	8	86
Number of RTU inmates with involuntary medication orders:	27	28	27	29	30	34	35	29	32	35	38	32	31.33
Number of uses of emergency forced psychotropic medication during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of RTU groups scheduled during the month:	627	503	633	755	788	596	528	518	393	493	468	403	558.75
Number of RTU groups conducted during the month:	578	416	566	688	752	571	491	489	374	477	439	319	513.33
Number of RTY groups cancelled during the month:	49	77	67	67	36	31	37	29	17	16	29	84	44.92
Number of Level 2 inmates scheduled for group participation:	6	0	0	0	76	0	0	2	78	243	377	388	97.5
Number of Level 2 inmates who attended groups:	5	0	0	0	72	0	0	2	84	168	352	388	89.25
Number of Level 3 inmates scheduled for group participation:	11241	8602	8438	5991	11135	6657	6080	6163	4728	5697	5795	5198	7143.75
Number of Level 3 inmates who attended groups:	8167	5482	24	6930	8572	4498	3677	3876	3104	3667	3961	2886	4570.33
Number of Level 4 inmates scheduled for group participation:	2498	1770	2151	2355	2606	1420	1388	1273	895	1031	1499	1023	1659.08
Number of Level 2 inmates who attended groups:	1660	920	1206	1554	1745	1231	563	614	495	457	905	416	980.5
Number of placements in infirmary "safe cells" during the month:	18	14	15	5	9	9	7	8	8	13	4	7	9.75
Average length of stay in safe cell (in hours):	144	115	115	94	75	36	186	92	249	58	48	65	106.42
Longest length of stay in safe cell (in hours):	792	1076	1543	136	144	122	336	192	408	648	144	216	479.75
Number of placements in restraints for mental health purposes:	1	0	0	0	1	0	0	1	0	0	0	0	3
Average length of stay in restraints (in hours):	4	0	0	0	29	0	0	20	0	0	0	0	4.42
Longest length of stay in restraints (in hours):	12	0	0	0	12	0	0	20	0	0	0	0	3.67
Number of completed suicides on RTUs during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of suicide attempts on RTUs during the month:	0	0	0	0	0	0	1	0	0	0	0	0	1
Number of self-injury incidents during the month:	0	0	0	1	1	1	0	0	0	0	0	0	0.25
Number of individual contacts by a Psychiatrist:	244	153	196	151	201	328	352	276	201	252	252	196	2802
Number of individual contacts by a Psychologists:	59	37	50	34	37	11	33	23	10	2	27	19	342
Number of individual contacts by a Nurse Practitioner:	136	118	138	281	109	84	81	95	111	188	71	183	1595
Number of individual contacts by a Mental Health Professional:	1284	1045	1081	1166	842	879	891	597	653	622	720	711	10491
Number of individual contacts by a Nurse:	1579	2252	1538	2138	867	928	710	1068	936	830	974	1356	15176
Number of individual contacts by a Activity Technician:	197	132	158	135	91	138	430	240	240	334	306	296	2697
Number of group contacts by a Psychiatrist:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Psychologist:	0	0	19	0	0	0	0	0	0	0	0	0	19
Number of group contacts by a Nurse Practitioner:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Mental Health Professional:	1676	1230	1201	1231	1492	1615	890	1840	1010	1525	1225	971	15906
Number of group contacts by a Nurse:	306	228	12	271	159	157	180	234	195	330	222	104	2398
Number of group contacts by a Activity Technician:	7850	5048	5962	6965	5904	3625	2575	2827	3339	3728	4013	2615	54451

Outpatient Report	January	February	March	April	May	June	July	August	Sept	October	November	December	TOTALS
Inmates in institution on last day of month:	20373	20426	20400	20390	20251	20263	20450	20512	20762	20525	20497	24696	20795
Number of Outpatients on Mental Health Caseload:	2175	2155	2126	2156	2152	2257	2291	2303	2303	2268	2289	2646	2260
Number classified MH-0:	17547	17661	17681	17617	17336	17341	17544	17569	17914	17903	17592	21317	17919
Number classified MH-1:	1387	1423	1478	1469	1546	1606	1709	1740	1768	1742	1706	1873	1621
Number classified MH-2:	729	704	658	663	645	650	584	544	524	509	576	476	605
Number classified MH-3:	7	3	3	6	6	7	6	9	5	8	7	250	26
Number classified MH-4:	6	5	4	4	4	4	4	4	4	4	4	32	7
Number classified MH-5:	2	2	4	1	1	1	1	1	1	1	1	15	3
Number not coded:	371	296	257	309	381	333	300	339	261	251	308	733	345
Outpatient inmates assigned a treatment coordinator:	2175	2155	2126	2156	2157	2261	2297	2309	2311	2290	2295	1982	2209
Outpatients prescribed psychotropic Rx:	1782	1828	1839	1743	1790	1873	1881	1878	1843	1871	1869	1844	1837
Incidents of emergency forced psychotropic Rx during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of OP involuntary medication reviews conducted:	0	0	0	0	4	5	2	0	4	1	3	0	19
Number of OP inmates with involuntary medication orders:	7	5	7	8	7	6	7	7	12	11	8	6	8
Number of groups scheduled for outpatients assigned a treat. Coord:	271	226	309	320	293	320	243	245	200	174	252	217	3070
Groups conducted for outpatients assigned a treat. Coord:	254	192	294	298	275	287	212	215	175	158	222	173	2755
Number of groups cancellations during the month:	19	34	13	22	19	43	31	30	12	24	29	46	322
Number scheduled for group participation:	3073	2681	2890	4560	3726	3878	3078	2144	3071	2390	3043	2457	36991
Number who attended groups:	2399	2129	2417	3288	2795	3441	2549	1766	2893	2012	2662	2337	30688
Number of Inmates placed in Administrative SEG during the month	462	503	488	411	387	454	415	590	589	604	512	580	5995
Number of these coded MH-1 OR MH-2	185	178	174	166	154	175	163	165	143	161	162	152	1978
Number of SEG interventions:	460	531	608	436	320	527	410	509	437	98	471	54	4861
Number of placements in infirmary "safe cells" during the month:	49	49	40	53	54	58	51	73	55	26	59	62	629
Average length of stay in safe cell (in hours):	1110	118	91	84	59	80	92	89	1174	25	359	31.36	276
Longest length of stay in safe cell (in hours):	2139	672	744	480	311	423	384	448	2070	384	831	363.33	770.79
Number of placements in restraints for mental health purposes:	0	1	0	0	0	0	0	0	0	0	0	0	1
Average length of stay in restraints (in hours):	0	6	0	0	0	0	0	0	0	0	0	0	6
Longest length of stay in restraints (in hours):	0	6	0	0	0	0	0	0	0	0	0	0	6
Number of completed suicides during the month:	0	1	0	0	0	1	0	0	0	0	0	0	2
Number of suicide attempts during the month:	2	0	2	1	0	2	0	4	1	5	2	0	19
Number of self-injury incidents during the month:	1	0	1	0	2	6	3	3	1	1	3	0	21
Number of serious suicide attempts during the month:	0	1	0	0	1	0	0	0	3	2	1	0	8
Number of individual contacts by a Psychiatrist:	1131	1228	1108	1213	1169	1211	1340	1548	1102	3991	1300	1109	17450
Number of individual contacts by a Psychologists:	408	336	490	367	405	413	328	572	509	473	456	306	5063
Number of individual contacts by a Nurse Practitioner:	514	422	478	458	423	291	478	370	342	490	370	387	5023
Number of individual contacts by a Mental Health Professional:	2095	2325	1858	2197	2274	2347	2636	2134	2228	2065	2336	2245	26740
Number of individual contacts by a Nurse:	2299	2012	2276	2085	2473	2162	2435	2290	2039	1909	2232	1781	25993
Number of individual contacts by a Activity Technician:	47	9	23	18	4	0	0	0	0	0	0	0	101
Number of group contacts by a Psychiatrist:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Psychologist:	139	81	100	151	231	210	121	228	182	148	185	75	1851
Number of group contacts by a Nurse Practitioner:	0	0	0	0	0	0	0	0	78	70	20	0	168
Number of group contacts by a Mental Health Professional:	1938	1632	1957	2773	2008	2596	1895	979	1379	1495	1712	1938	22302
Number of group contacts by a Nurse:	284	416	284	348	426	376	392	463	315	315	387	324	4330
Number of group contacts by a Activity Technician:	38	0	16	16	9	85	20	0	926	0	258	0	1368

Work Release Report	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Inmates in institution on last day of month:	3653	3642	3693	3694	3786	4174	3392	3466	3432	3726	3836	3864	3696.5
Number of Outpatients on Mental Health Caseload:	140	129	117	120	129	120	137	125	121	107	117	117	123.25
Number classified MH-0:	3446	3445	3507	3568	3656	3988	3192	3240	3235	3617	3711	3742	3528.92
Number classified MH-1:	135	126	114	118	126	119	122	117	109	108	124	119	119.75
Number classified MH-2:	2	2	2	2	3	3	10	8	8	1	0	1	3.5
Number not coded:	70	68	70	6	1	64	68	101	80	0	1	2	44.25
Outpatient inmates assigned a treatment coordinator:	137	132	115	120	127	118	126	125	121	74	125	117	119.75
Outpatients prescribed psychotropic Rx:	99	92	88	91	93	87	97	97	94	83	92	77	90.83
Number of inmates placed in Administrative SEG during the month	1	0	0	0	0	3	1	10	0	1	1	4	1.75
Number of these coded MH-1 OR MH-2	0	0	0	0	0	3	1	0	0	1	1	1	0.58
Number of SEG interventions:	1	0	0	0	0	4	1	10	0	1	3	8	2.33
Number of placements in infirmary "safe cells" during the month:	0	0	0	0	0	0	0	2	2	0	0	1	0.42
Average length of stay in safe cell (in hours):	0	0	0	0	0	0	0	25.5	3.73	0	0	79	9.02
Longest length of stay in safe cell (in hours):	0	0	0	0	0	0	0	26	52.3	0	0	79	13.11
Number of placements in restraints for mental health purposes:	0	0	0	0	0	0	0	0	0	0	0	0	0
Average length of stay in restraints (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Longest length of stay in restraints (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of completed suicides during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of suicide attempts during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of self-injury incidents during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of serious suicide attempts during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of individual contacts by a Psychiatrist:	73	71	42	70	59	83	68	71	44	64	92	48	785
Number of individual contacts by a Psychologist:	0	0	0	0	4	8	0	0	0	14	9	2	37
Number of individual contacts by a Nurse Practitioner:	12	10	19	14	2	8	0	0	7	9	18	5	104
Number of individual contacts by a Menta Health Professional:	71	72	76	51	75	47	38	50	70	9	67	40	666
Number of individual contacts bya Nurse:	0	0	0	7	31	36	17	22	0	33	47	33	226
Number of individual contacts by a Activity Technician:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Psychiatrist:	10	0	0	0	0	0	0	0	0	0	0	0	10
Number of group contacts by a Psychologist:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Nurse Practitioner:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Mental Health Professional:	68	65	0	0	52	24	76	100	74	0	0	0	459
Number of group contacts by a Nurse:	0	23	28	20	2	2	0	0	0	2	0	0	77
Number of group contacts by a Activity Technician:	0	0	0	0	0	0	0	0	0	0	0	0	0

Alabama Deapartment of Corrections
Monthly Work Release Activity Report
March 2008

FACILITY	ATMORE	ALEX	B'HAM	CAMDEN	CHILD	DAVIS	DECATER	ELBA	FARQ	HAM	LOXLEY	MOBILE	RED E.	TOTAL
Inmates in institution on last day of month:	229	296	271	163	501	392	351	238	64	236	436	264	339	**3780**
Number of Outpatients on Mental Health Caseload:	13	2	30	3	20	14	8	0	0	4	6	10	8	**118**
Number classified MH-0:	216	294	241	160	480	378	343	238	64	232	430	254	331	**3661**
Number classified MH-1:	13	0	30	3	20	14	8	0	0	4	6	10	0	**108**
Number classified MH-2:	0	2	0	0	0	0	0	0	0	0	0	0	8	**10**
Number not coded:	0	0	0	0	1	0	0	0	0	0	0	0	0	**1**
Outpatient inmates assigned a treatment coordinator:	13	2	30	3	20	14	8	0	0	4	6	10	8	**118**
Outpatients prescribed psychotropic Rx:	8	2	25	2	0	8	8	0	0	4	3	6	8	**74**
Number of inmates placed in Administrative SEG during the month	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of these coded MH-1 OR MH-2	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of SEG interventions:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of placements in safe cell for MH observation during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Average length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Longest length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of placements in safe cell for suicide watch during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Average length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Longest length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of placements in safe cell for precautionary watch during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Average length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Longest length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of placements in restraints for mental health purposes:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Average length of stay in restraints (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Longest length of stay in restraints (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of completed suicides during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of suicide attempts during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of self-injury incidents during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of serious suicide attempts during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of individual contacts by a Psychiatrist:	5	2	30	2	0	4	0	0	0	4	3	0	8	**58**
Number of individual contacts by a Psychologists:	0	0	0	0	0	9	0	0	0	0	0	1	0	**10**
Number of individual contacts by a Nurse Practitioner:	0	0	0	0	14	0	3	0	0	0	0	0	0	**17**
Number of individual contacts by a Mental Health Professional:	0	0	18	0	10	0	6	0	0	3	0	0	0	**37**
Number of individual contacts by a Nurse:	6	2	0	2	0	4	0	0	0	0	4	2	8	**28**
Number of individual contacts by a Activity Technician:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of group contacts by a Psychiatrist:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of group contacts by a Psychologist:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of group contacts by a Nurse Practitioner:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of group contacts by a Mental Health Professional:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of group contacts by a Nurse:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Number of group contacts by a Activity Technician:	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**

Mental Health Caseload
Diagnoses
2007

FACILITY	Anxiety	PTSD	Depression	Schizo affective	Schizo phrenia	Bipolar	Mood DO	Adjustment DO	Delusional DO	Dementia	Dysthymia	Psychosis	Impulse DO	OCD	Cyclothymic	TOTAL
Bibb Correctional Facility	3	18	55	21	7	12	5	8	0	0	8	4	0	0	0	141
Bullock Correctional Facility	33	24	44	79	169	35	21	9	4	6	43	31	0	1	0	499
Donaldson Correctional Facility	0	0	14	12	96	3	1	4	0	1	0	4	0	0	0	135
Easterling Correctional Facility	10	3	53	8	3	9	6	6	0	0	7	2	0	0	0	107
Fountain Correctional Facility	5	8	4	4	5	2	0	0	0	0	1	5	0	0	0	34
Hamilton Aged and Infirmed	4	0	71	0	5	1	0	0	0	1	1	2	0	0	0	85
Holman Correctional Facility	2	2	12	3	14	14	4	1	0	0	2	6	0	0	2	62
Kilby Correctional Facility	15	14	55	18	5	18	4	19	0	0	0	0	0	0	0	148
Limestone Correctional Facility	30	18	58	17	12	21	4	17	0	0	8	11	0	0	0	196
St. Clair Correctional Facility	3	2	25	9	14	10	2	4	0	0	3	4	0	0	0	76
Staton Complex Correctional Facility	6	8	56	20	7	6	7	3	0	0	9	2	0	0	0	124
Tutwiler Prison for Women	10	19	145	23	15	61	24	12	0	0	0	12	2	1	0	324
Ventress Correctional Facility	9	13	66	19	9	17	10	2	0	0	7	0	0	0	0	152
TOTAL	130	129	658	233	361	209	88	85	4	8	89	83	2	2	2	2083

Mental Health Pharmacy Utilization
TOP 50 Medications
Based on Metric Quantity Dispensed

Feb-08

Product	Strength	Form	Metric QTY	Debits
AMITRIPTYLINE/PERPHENAZINE	50-4 MG	Tab	25,984	498
FLUOXETINE	20 MG	Cap	23,001	445
VALPROIC ACID	250 MG	Cap	20,585	171
CARBAMAZEPINE	200 MG	Tab	11,939	147
BENZTROPINE MES	1 MG	Tab	9,555	224
LITHIUM CARBONATE	300 MG	Cap	8,290	117
CITALOPRAM	20 MG	Tab	7,950	209
NORTRIPTYLINE HCL	50 MG	Cap	7,090	148
BUPROPION HCL	75 MG	Tab	6,968	101
BENZTROPINE MES	2 MG	Tab	6,320	177
CARBAMAZEPINE	100 MG	Chew	4,725	45
CITALOPRAM	40 MG	Tab	4,628	149
TRAZODONE HCL	100 MG	Tab	4,071	115
ZIPRASIDONE HCL	80 MG	Cap	3,621	71
RISPERIDONE	4 MG	Tab	3,440	105
BUPROPION HCL	100 MG	Tab	3,370	66
NORTRIPTYLINE HCL	75 MG	Cap	3,006	88
CHLORPROMAZINE HCL	100 MG	Tab	2,978	59
CHLORPROMAZINE HCL	50 MG	Tab	2,760	44
GABAPENTIN	600 MG	Tab	2,490	30

RISPERIDONE	3 MG	Tab	2,195	66
RISPERIDONE	2 MG	Tab	2,187	67
AMITRIPTYLINE/PERPHENAZINE	25-2 MG	Tab	1,981	68
TRAZODONE HCL	50 MG	Tab	1,860	60
TRAZODONE HCL	150 MG	Tab	1,786	55
GABAPENTIN	300 MG	Cap	1,648	25
AMITRIPTYLINE HCL	25 MG	Tab	1,440	43
BENZTROPINE MES	0.5 MG	Tab	1,395	28
AMITRIPTYLINE HCL	50 MG	Tab	1,350	38
RISPERIDONE	4 MG	Tab	1,301	44
CHLORPROMAZINE HCL	200 MG	Tab	1,170	27
HALOPERIDOL	2 MG	Tab	1,170	34
DOXEPIN HCL	50 MG	Cap	1,140	18
HALOPERIDOL	1 MG	Tab	1,125	16
MIRTAZAPINE	30 MG	Tab	1,080	35
VALPROIC ACID (473)	250MG/5ML	Syrp	946	2
AMITRIPTYLINE HCL	100 MG	Tab	930	31
FLUPHENAZINE HCL	5 MG	Tab	820	15
THIOTHIXENE	10 MG	Cap	819	25
HALOPERIDOL	5 MG	Tab	810	20
IMIPRAMINE HCL	50 MG	Tab	810	13
ZIPRASIDONE HCL	60 MG	Cap	774	17
AMITRIPTYLINE HCL	75 MG	Tab	750	19
PERPHENAZINE	4 MG	Tab	750	19

IMIPRAMINE HCL	25 MG	Tab	725	15
DIVALPROEX (24HR TAB)	500 MG	TB24	630	6
CLOZAPINE (UD)	100 MG	Tab	623	10

MENTAL HEALTH
PHARMACY COSTS

2004 - 2007

2004		2005		2006		2007	
	Invoice Amount		**Invoice Amount**		**Invoice Amount**		**Invoice Amount**
Nov-03	90,310.72	Nov-04	104,492.93	Nov-05	111,185.46	Nov-06	129,151.65
Dec-03	84,046.31	Dec-04	100,065.17	Dec-05	102,204.88	Dec-06	114,653.49
Jan-04	91,687.64	Jan-05	116,737.65	Jan-06	102,862.60	Jan-07	139,197.77
Feb-04	77,202.38	Feb-05	102,500.82	Feb-06	93,594.40	Feb-07	129,489.85
Mar-04	79,108.59	Mar-05	115,227.64	Mar-06	112,411.39	Mar-07	141,454.63
Apr-04	79,984.46	Apr-05	106,355.29	Apr-06	107,208.95	Apr-07	132,021.69
May-04	78,356.57	May-05	106,804.28	May-06	118,667.68	May-07	156,212.74
Jun-04	101,352.85	Jun-05	83,592.79	Jun-06	108,507.62	Jun-07	144,307.89
Jul-04	92,824.76	Jul-05	88,344.67	Jul-06	106,999.59	Jul-07	139,986.76
Aug-04	80,813.90	Aug-05	102,080.94	Aug-06	114,938.59	Aug-07	128,830.72
Sep-04	88,730.68	Sep-05	89,195.47	Sep-06	107,029.76	Sep-07	122,311.48
Oct-04	104,453.44	Oct-05	97,264.68	Oct-06	113,943.84	Oct-07	146,310.64
TOTAL	**1,048,872.30**		**1,212,662.33**		**1,299,554.76**		**1,623,929.31**

APPENDIX I

MENTAL HEALTH CODES

Alabama Department of Corrections Mental Health Classifications		
Classification Levels	**Description and Care Provided**	**Housing**
MH-0	1. No identified need for mental health assistance 2. Receives crisis intervention services when indicated 3. Can participate in ADOC programs as available	General Population; Segregation
MH-1	1. Mild impairment in mental functioning, such as depressed mood or insomnia 2. Monitored due to discontinuation of psychotropic medication 3. Inmate is stable with treatment provided on an outpatient basis to include counseling, activities, and/or psychotropic medication 4. Can participate in ADOC programs as available 5. Eligible for Keep On Person (KOP) program 6. Requires multidisciplinary treatment plan	General Population; Segregation
MH-2	1. Mild impairment in mental functioning, such as depressed mood or insomnia 2. Monitored due to discontinuation of psychotropic Medication 3. Self-injury history of current clinical concern 4. Inmate is not stable with treatment provided on an outpatient basis to include counseling, activities, and/or psychotropic medication 5. Can participate in ADOC programs as available 6. Requires multidisciplinary treatment plan	General Population; Segregation
MH-3	1. Moderate impairment in mental functioning, such as difficulty in social situations and/or poor behavioral control 2. At risk if assigned to the general population 3. Structured treatment program includes counseling, activities, and/or psychotropic medication 4. Requires multidisciplinary treatment plan	Residential Treatment Unit (RTU) – open dorm
MH-4	1. Severe impairment in mental functioning, such as suicidal ideation and/or poor reality testing 2. Unable to adjust in the general population 3. Limited ability to attend treatment and activity groups 4. Ancillary services, such as special education, are provided in the residential treatment unit 5. Requires psychotropic medication for continued stabilization 6. Requires an escort when moving through a facility 7. Requires multidisciplinary treatment plan	Residential Treatment Unit (RTU) – closed dorm

ADOC
MENTAL HEALTH CODES

(continued)

MH-5	1. Severe impairment in mental functioning, such as delusions, hallucinations, or inability to function in most areas of daily living 2. Requires more intensive psychopharmacological interventions 3. Treatment includes observation and monitoring 4. Infirmary-level care is needed 5. Requires multidisciplinary treatment plan	Intensive Psychiatric Stabilization Unit
MH-6	1. Severe debilitating symptoms, such as persistent danger of hurting self or others, recurrent violence, inability to maintain minimal personal hygiene, or gross impairment in communication 2. Cannot safely and/or adequately be treated in an Intensive Stabilization or Health Care Unit 3. This code is effective once an inmate is referred to the commitment process.	State Commitment or Hospital Services

APPENDIX J

DEMENTIA TREATMENT PROGRAM

Vendor will work in concert with the medical services provider to establish a dementia treatment program at Bullock CF. The program will utilize Stabilization cells and Residential treatment beds in the mental health unit and single cells in the infirmary. The program will be designed to treat those inmates suffering from dementia that can no longer be maintained at another institution.

Dementia is a slow, progressive decline in mental function in which memory, thinking, judgment, and the ability to learn are impaired. The most common cause of dementia is Alzheimer's disease. Other causes include Lewy body dementia and vascular dementia. Mental function typically deteriorates over a period of 2 to 10 years. Because dementia usually begins slowly and worsens over time, it may not be identified at first. As dementia worsens the ability to keep track of time and recognize people, places, and objects is reduced. People with dementia typically have problems finding and using the right word and have difficulty with abstract thinking. Emotions may be changeable and unpredictable. Changes in personality are common. Psychiatric symptoms tend to present later, particularly when the person becomes more dependent. Psychotic manifestations and other behavior problems may be more troubling and challenging than cognitive losses. Delusional misidentifications may become problematic. Non-psychotic behaviors associated with dementia include agitation, wandering, and aggression.

Because people with dementia have difficulty understanding what they see and hear, they may misinterpret the situation. Because their short-term memory is impaired, they cannot remember what they are told or have done. They repeat questions and conversations, demand constant attention, or ask for things they have already received. Eventually, people with dementia become unable to follow conversations and may become unable to speak. In most advanced forms, dementia results in a near complete inability to function. People become totally dependent on others and may become bedridden. Eventually, people may have difficulty swallowing food without choking. Death often results from an infection, such as pneumonia.

Forgetfulness is usually the first sign noticed. Diagnosis is usually based on the person's age and family history, the development and progression of symptoms, the results of a neurologic examination, and the presence of other disorders. For most dementias, no treatment can restore mental function. Creating a supportive environment is essential. Structure and routine help with stability. Low stress activities should be offered on a regular basis. Continued mental activity, including hobbies, interest in current events, and reading should be encouraged. Before dementia becomes too severe decisions should be made about medical care. People with dementia can benefit from a safe, stable, and familiar environment as well as help with orientation.

Non-pharmacologic interventions are important adjuncts to psychopharmacologic agents. The Vendor will develop and implement a program to treat dementia that addresses the following areas, but not limited to:

1. Ensuring a safe environment.
2. Maintaining good nutrition.
3. Managing sleep problems.
4. Developing treatment plans to make the most of remaining abilities.
5. Assisting with activities of daily living.
6. Helping the person avoid confusion.
7. Managing agitation.
8. Managing wandering.
9. Establishing advanced directives.

Stages of Alzheimer's Disease

Alzheimer's disease can be divided into seven stages which occur as a gradual diminishment of capacities.

I. No impairment of normal function:

No signs of memory loss are visible nor does the person experience any AD related symptoms.

II. Very mild cognitive decline:

The person may experience some loss of memory such as forgetting familiar words, names, or location of their wristwatch, eyeglasses or any such objects of daily use. Others may observe these signs.

III. Mild cognitive decline:

Early stage AD can be diagnosed in individuals with the following symptoms:

- Trouble remembering words or names.
- Lose of ability to remember names of individuals newly introduced.
- Difference in performance can be easily noticed in a work or social environment by others.
- Less reading retention.
- Misplace or lose valuable objects.
- Decreased ability to plan or organize.

IV. Moderate cognitive decline:

Mild or early stage Alzheimer's disease with the following clear-cut deficiencies being observed:

- Failure to recollect recent incidents or current events.
- Cannot perform challenging mental arithmetic.
- Unable to plan or organize complex tasks.
- More socially withdrawn and silent in challenging situations.

V. Moderately severe cognitive decline:

Moderate or mid-stage AD with major gaps in memory and deficits in cognitive function. Assistance with daily activities may be required and the following deficiencies are observed:

- Failure to recall current address or name of school attended.

- Person is in a confused state of mind with regards to current location, date, day of the week, and/or season.
- Failure to perform even lesser challenging mental arithmetic, such as counting backwards from 40 by 4s.
- Requires help in choosing the appropriate clothing for a particular season or occasion.
- Generally, the person retains substantial knowledge and can tell his/her own name, names of their spouse or children.
- Person does not require any assistance for eating or using toilet.

VI. Severe cognitive decline:

Next to the last stage and is also called moderately severe or mid-stage of Alzheimer's disease with memory difficulties continuing to worsen, substantial personality changes emerging and the person requiring considerable amount of help for carrying out day-to-day activities. The following symptoms are observed:

- Loses track of some of the most recent experiences, events and surroundings. Cannot recall personal history exactly, though can recall name perfectly. Can distinguish familiar faces from unfamiliar faces.
- Requires help to dress appropriately. Tends to create errors, such as wearing shoes on wrong feet.
- Experiences disturbance in normal sleep/waking cycle.
- Requires help for handling details of toileting, such as flushing toilet, wiping and proper disposal of tissue paper.
- Increased episodes of urinary or fecal incontinence.
- Changes in behavior, including suspicion and delusions, such as suspecting the care giver as an impostor; hallucinations, repetitive behavior, such as hand wringing.
- Tends to wander and/or get lost.

VII. Very severe cognitive decline:

The ultimate stage called Severe or late-stage Alzheimer's disease with the person losing the ability to respond to environment, unable to communicate orally, and unable to control movements.

- Lose of ability to communicate in a recognizable speech.
- Need assistance in eating and toileting with "general incontinence of urine."
- Gradual lose of ability to walk without support, to sit, smile and/or hold head up. Muscles become rigid and reflexes abnormal with swallowing becoming impaired

Early-stage Alzheimer's signs & symptoms

The focus of early-stage Alzheimer's is cognitive decline. Memory and concentration problems are evident and measurable by cognitive tests. Communication issues surface. Changes in personality and a few idiosyncratic behaviors begin to appear. As a result, performance suffers.

Cognitive and memory problems begin to appear:

- Confusion
- Forgets names and words; might make up words, or quit talking to avoid mistakes
- Repeats questions, phrases or stories, in the same conversation
- Forgets own history, recent personal events, and current events
- Less able to plan, organize, or think logically
- Increasing difficulty with routine tasks
- Increasingly unable to make decisions; defers to others' choices
- Poor judgment; decline in problem-solving skills
- Money and math problems
- Disoriented in time and place; may become lost in familiar places.
- Trouble concentrating and learning new things; avoids change
- Withdraws from social and mental challenges
- Misplaces valuable possessions; hides things or puts things away in strange places and then forgets where they are

Communication problems are observed:

- May converse "normally" until a memory lapse occurs
- Begins to have difficulty expressing oneself
- Even if unable to speak well, can still respond to others
- Increasing difficulty comprehending reading material

Personality changes are evident

- Apathetic, withdrawn, avoids people
- Anxious, irritable, agitated
- Insensitive to others' feelings
- Easily angered when frustrated, tired, rushed, or surprised

Idiosyncratic behaviors start to develop

- Hoards, checks, or searches for objects of little value
- Forgets to eat, or eats constantly, or eats only one kind of food

Mid-stage Alzheimer's signs & symptoms

The focus of mid-stage Alzheimer's is a decline in functioning of many body systems at once and steadily increasing dependence on caregivers. In mid-stage Alzheimer's disease, the cognitive problems of early Alzheimer's get worse and new ones develop. Memory and cognition problems become severe; communication becomes warped; and the personality is transformed.

There is a marked change in appearance and hygiene as the person becomes less and less able to take care of self. Physical problems increase, including problems with voluntary control of the body, and health declines. Wandering, aggressiveness, hallucinations, and paranoia appear.

This stage is the longest. Those who are able to recognize their own decline are especially at risk for becoming suicidal during this stage.

Significant cognitive decline and memory problems continue

- Forgets recent events, forgets own history. When the person cannot remember something, they make up something instead.
- Increasing difficulty in sorting out names and faces of family and friends, but can still distinguish familiar from unfamiliar faces
- Still knows own name, but no longer remembers their address
- Loses track of possessions. May take others' belongings.
- Can no longer think logically or clearly. Cannot organize own speaking or follow others' logic. Can no longer follow written or oral instructions or a sequence of steps. Arithmetic and money problems escalate.
- Disoriented about the season, the day of the week, the time of day
- Disconnected from reality. Does not recognize self in the mirror. May think that a television story is real.

Impaired communication skills worsen

- Problems with speaking, understanding, reading, and writing
- Repeats stories, words, and gestures; repetitive questions
- May still be able to read, but cannot respond correctly
- Problems finishing sentences
- May revert to first speaking language (and need a multilingual caregiver)

Personality changes become more significant

- Apathetic, withdrawn
- Anxious, agitated
- Unmannerly, aggressive or threatening
- Suspicious and paranoid

- Delusional, has hallucinations. May hear, see, smell, or taste things that are not present
- May have an exaggeration of normal personality characteristics

Idiosyncratic behaviors evolve

- Inappropriate sexual behavior: may mistake another person for spouse, may disrobe or masturbate in public
- Rummages through things, hides things
- Restlessness, pacing, repetitive movements: fingers certain objects over and over; tries doorknobs; hand-wringing; tissue-shredding
- Wandering, including chatting to oneself while wandering. May wander away from the caregiver and familiar, safe surroundings.
- Disruption of the normal sleep-wake cycle: "sundowning" (naps during the day, active from late afternoon through the night)

Dependence and need for help with the activities of daily living increases

- May eat without help, but needs help remembering to drink enough liquids and to eat enough
- Needs help dressing appropriately for the weather or occasion. May need help putting clothing onto the correct body part.
- Needs help with grooming: bathing, brushing teeth, combing hair
- Needs help using the toilet
- May no longer be safe when left alone: could fall, burn self, neglect self. Although able to care for self in some ways, needs full-time supervision for safety.

Voluntary control of the body begins to decline

- Urinary and fecal incontinence increase over time
- Has trouble getting comfortable in a chair or on the toilet
- Muscle twitches

Late-stage Alzheimer's signs & symptoms

The focus of late-stage Alzheimer's is the complete deterioration of the personality. Cognitive symptoms worsen, and physical symptoms become profound. The loss of brain cells in all parts of the brain leads to lack of functioning in all systems of the body. The wild behaviors of earlier stages disappear, replaced by a dulling of the mind and body.

Cognitive and memory problems decline further

- No longer recognizes familiar people, including their spouse and family members
- Needs complete help with all activities of daily living
- Requires full-time care

Communication skills are nearly gone

- Appears uncomfortable, but cries out when touched or moved
- Can no longer smile
- Either does not speak, or speaks incoherently, with just words or phrases
- May call or cry out repetitively, or groan or mumble loudly
- Cannot write or comprehend reading material

Voluntary control of the body increasingly disappears

- Cannot control movements. Muscles are rigid.
- Complete urinary and bowel incontinence
- Cannot walk, stand, sit up, or hold up head without assistance. Falls frequently if not assisted
- Bedridden
- Cannot swallow easily, may choke on food
- No more wandering; can't move voluntarily

Health declines considerably

- Frequent infections
- Seizures
- Loses weight
- Skin becomes thin and tears easily
- Reflexes are abnormal

Body shuts down

- May refuse to eat or drink
- Cannot respond to the environment
- May quit urinating
- Little response to touch
- Sensory organs shut down: the organs may function correctly, but the brain cannot interpret the input
- May only feel cold and discomfort
- Exhausted, sleeps more

Personality changes and idiosyncratic behavior become extreme

- Apathetic, withdrawn (continues from early-stage Alzheimer's)
- Dulling of the personality
- May pat or touch things repeatedly

As the end of life approaches, the Alzheimer's patient may require around-the-clock care. The guidance of a physician or a hospice team will be needed.

APPENDIX K

MINIMUM PROGRAM STAFFING AND AVERAGE SALARIES

Positions: **ADOC Mental Health Services**	**Suggested Range of Base Hourly Pay**	
	Low	**High**
1. Program Director	$42.00	$52.00
2. Assistant Program Director	$30.00	$36.00
3. Medical Director	$100.00	$110.00
4. Statewide CQI Manager (RN)	$28.00	$34.00
5. Director of Training (Psychologist)	$45.00	$52.00
6. Regional DON	$26.00	$30.00
7. Human Resources Coordinator	$16.00	$20.00
8. Site Administrator	$25.00	$28.00
9. Psychiatrist	$84.00	$97.00
10. Clinical Nurse Practitioner	$45.00	$50.00
11. Licensed Psychologist	$40.00	$50.00
12. Mental Health Professional	$20.00	$25.00
13. Registered Nurse (DON)	$25.00	$30.00
14. Licensed Practical Nurse	$15.00	$19.00
15. Activity Technician	$15.00	$18.00
16. Mental Health Clerk	$10.00	$13.00

Positions: **ADOC Mental Health Services**	**Suggested Range of Base Hourly Pay**	
	Low	**High**
17. Contract Monitor	$37	$45

Fringe benefits will be calculated at 18% of total personnel cost and are not included in the listed salary ranges. For payback purposes, the average salary will be multiplied times 1.18 to determine the hourly payback rate for each respective position listed.

ADOC MENTAL HEALTH
MINIMIMAL STAFFING REQUIREMENTS

POSITION TITLE	HOURS	FTE	HOURS	FTE
Bibb County Correctional Facility				
Psychiatrist	20	0.50		
Psychologist (PhD)	20	0.50		
Site Administrator (MHP)	40	1.00		
Mental Health Professional	40	1.00		
LPN	40	1.00		
Mental Health Clerk	40	1.00		
		5.00		
Birmingham Work Release				
Psychiatrist	8	0.20		
LPN	24	0.60		
Mental Health Professional	20	0.50		
		1.30		
Bullock County Correctional Facility - Inpatient				
Psychiatrist	80	2.00		
Psychologist (PhD)	40	1.00		
Nurse Practitioner	60	1.50		
Site Administrator (Admin Manager)	40	1.00		
Mental Health Professional	200	5.00		
Director of Nurses (RN)	40	1.00		
LPN	600	15.00		
Activity Tech	160	4.00		
Medical Records Clerk	40	1.00		
Mental Health Clerk	80	2.00		
		33.50		

POSITION TITLE	HOURS	FTE	HOURS	FTE
Bullock Correctional Facility - Outpatient				
Psychiatrist	20	0.50		
Site Administrator (MHP)	40	1.00		
Mental Health Professional	120	3.00		
LPN	40	1.00		
Mental Health Clerk	40	1.00		
Activity Tech	20	0.50		
		7.00		
Community Education Center				
Psychiatrist	6	0.15		
LPN	16	0.40		
Mental Health Professional	16	0.40		
		0.95		
Donaldson Correctional Facility				
Psychiatrist	40	1.00		
Nurse Practitioner	40	1.00		
Psychologist (PhD)	40	1.00		
Site Administrator (Admin Manager)	40	1.00		
Mental Health Professional	140	3.50		
Director of Nurses (RN)	40	1.00		
LPN	376	9.40		
Activity Tech	120	3.00		
Mental Health Clerk	40	1.00		
		21.90		

POSITION TITLE	HOURS	FTE	HOURS	FTE
Easterling Correctional Facility				
Psychiatrist	10	0.25		
Psychologist (PhD)	12	0.30		
Site Administrator (MHP)	40	1.00		
Mental Health Professional	40	1.00		
LPN	40	1.00		
Mental Health Clerk	20	0.50		
		4.05		
Fountain Correctional Facility				
Psychiatrist	10	0.25		
Psychologist (PhD)	20	0.50		
Site Administrator (MHP)	40	1.00		
LPN	40	1.00		
Mental Health Clerk	20	0.50		
		3.25		
Hamilton A&I Correctional Center				
Psychiatrist	5	0.15		
Site Administrator (MHP)	40	1.00		
LPN	40	1.00		
Mental Health Clerk	20	0.50		
		2.65		
Holman Correctional Facility				
Psychiatrist	20	0.50		
Site Administrator (MHP)	40	1.00		
Psychologist (PhD)	20	0.50		
Mental Health Professional - PRN	40	1.00		
LPN	40	1.00		
Mental Health Clerk	20	0.50		
		4.50		

POSITION TITLE	HOURS	FTE	HOURS	FTE
Kilby Correctional Facility				
Psychiatrist	40	1.00		
Psychologist (PhD)	40	1.00		
Site Administrator (MHP)	40	1.00		
Mental Health Professional	80	2.00		
LPN	80	2.00		
Mental Health Clerk	80	2.00		
		9.00		
Limestone Correctional Center				
Psychiatrist	12	0.30		
Nurse Practitioner	32	0.80		
Site Administrator (MHP)	40	1.00		
Psychologist (PhD)	40	1.00		
Mental Health Professional	120	3.00		
LPN	40	1.00		
Mental Health Clerk	40	1.00		
		8.10		
Montgomery Women's Facility				
Psychiatrist	5	0.13		
Mental Health Professional	40	1.00		
LPN	20	0.50		
		1.63		
St. Clair Correctional Center				
Psychiatrist	20	0.50		
Psychologist (PhD)	20	0.50		
Site Administrator (MHP)	40	1.00		
Mental Health Professional	40	1.00		
LPN	40	1.00		
Mental Health Clerk	40	1.00		
		5.00		

POSITION TITLE	HOURS	FTE	HOURS	FTE
Staton/Draper/Elmore/Frank Lee Complex				
Psychiatrist	20	0.50		
Psychologist (PhD)	40	1.00		
Site Administrator (MHP)	40	1.00		
Mental Health Professional	40	1.00		
LPN	40	1.00		
Mental Health Clerk	40	1.00		
		5.50		
Tutwiler Prison for Women				
Psychiatrist	40	1.00		
Nurse Practitioner	40	1.00		
Psychologist (PhD)	40	1.00		
Site Administrator (MHP)	40	1.00		
MH Professional	240	6.00		
Director of Nurses (RN)	40	1.00		
LPN	336	8.40		
Activity Tech	80	2.00		
Mental Health Clerk	80	2.00		
		23.40		
Ventress Correctional Facility				
Psychiatrist	10	0.25		
Psychologist (PhD)	12	0.30		
Site Administrator (MHP)	40	1.00		
Mental Health Professional	40	1.00		
LPN	40	1.00		
Mental Health Clerk	40	1.00		
		4.55		

POSITION TITLE	HOURS	FTE	HOURS	FTE
MANAGEMENT STAFF				
Program Director	40	1.00		
Medical Director	40	1.00		
Assistant Program Director	40	1.00		
CQI Manager (RN)	40	1.00		
Regional Director of Nurses (RN)	40	1.00		
Training Manager (PhD Psychologist)	40	1.00		
Human Resources Coordinator	40	1.00		
Administrative Assistant	40	1.00		
Clerical Assistant	40	1.00		
		9.00		

Total Minimum Staffing	**150.26**

Shift Differentials - Statewide		
	RN	**LPN**
Evening	$1.50	$1.50
Night	$2.00	$2.00
WE Day	$1.00	$1.00
WE Evening	$2.50	$2.50
WE Night	$3.00	$3.00

ADOC MENTAL HEALTH
MINIMAL STAFFING REQUIREMENTS TOTALS

POSITION TITLE	HOURS	FTE
Activity Tech	380	9.50
Director of Nurses (RN)	120	3.00
LPN	1,852	46.30
Medical Records Clerk	40	1.00
Mental Health Clerk	600	15.00
Mental Health Professional	1,216	30.40
Nurse Practitioner	172	4.30
Psychiatrist	366	9.16
Psychologist (PhD)	344	8.50
Site Administrator (MHP)	480	12.00
Site Administrator (Admin Manager)	80	2.00
Program Director	40	1.00
Medical Director	40	1.00
Assistant Program Director	40	1.00
CQI Manager (RN)	40	1.00
Regional Director of Nurses (RN)	40	1.00
Training Manager (PhD Psychologist)	40	1.00
Human Resources Coordinator	40	1.00
Administrative Assistant	40	1.00
Clerical Assistant	40	1.00
	6,010	150.26